LANDLORD AND TENANT ACT, 1927: COMPENSATION FOR IMPROVEMENTS page 575
LAND HELD ON TRUST TO ACCUMULATE THE INCOME .. .. .. page 576

The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

VOL. LXXII. No. 35 [PAGES 573 TO 586]. Saturday, September 1, 1928. PRICE 1s.

FLOWERDEW & CO.,
Translations of Notarial Quality.
WORK DONE ON PREMISES BY PERMANENT STAFF.
227-228, STRAND, *(Facing Law Courts).*
'Phone: City 1155 (3 lines). Tel.: "Flowerdew, London."
CITY OFFICES:—11, POULTRY, E.C.2.

THE GUARANTEE SOCIETY, LIMITED,
which has been in existence for a period of upwards of 85 years for the transaction of
FIDELITY INSURANCE
is enabled to place at the disposal of employers generally, and to all who require Guarantees for Official and other Appointments, the advantages of its unrivalled experience in this class of business.
COURT BONDS
A SPECIALITY.
Other Departments:
FIRE, ACCIDENT,
BURGLARY, CONTINGENCY.
19, Birchin Lane, London, E.C.3.
Telephone: CENTRAL 813 and 814.

ESTABLISHED 1809.
NORTH BRITISH & MERCANTILE
INSURANCE COMPANY, LTD.
FIRE LIFE
ANNUITIES ACCIDENT
BURGLARY MOTOR MARINE
AND OTHER CLASSES OF INSURANCE
TOTAL FUNDS EXCEED
£35,690,800.
TOTAL INCOME EXCEEDS
£10,462,000.
CHIEF OFFICES:
LONDON: 61, Threadneedle Street, E.C.2.
EDINBURGH: 64, Princes Street.

ESTABLISHED 1869.
LONDON GUARANTEE & ACCIDENT COY., LTD.,
FOR
COURT BONDS
OF EVERY DESCRIPTION.
SPECIAL INDEMNITIES IN CONNECTION WITH MISSING BENEFICIARIES, LOST DOCUMENTS, DEFECTS IN TITLE, ETC.
FIDELITY GUARANTEES.
HEAD OFFICE—
20, 21, 22, LINCOLN'S INN FIELDS, W.C.2.
TELEPHONE:—
HOLBORN 6941 (eleven lines).

For
ADMINISTRATION, RECEIVERSHIP, CUSTOMS } BONDS
FIDELITY GUARANTEES
THE
OCEAN
ACCIDENT & GUARANTEE CORPORATION, LIMITED,
36-44, MOORGATE, LONDON, E.C.2.
Indemnities re:
LOST DOCUMENTS,
MISSING BENEFICIARIES,
DEFECTS IN TITLE,
FORGED TRANSFERS.
Other classes of business transacted, e.g.,
Accident, Burglary, Employers' Liability, Fire, Motor, &c., &c.

COINS & MEDALS
COLLECTIONS OR SINGLE SPECIMENS BOUGHT AND SOLD.
VALUATIONS MADE.
A. H. BALDWIN & SONS, LTD.,
Coin Dept.: 40, CRAVEN ST., W.C.2. Gerr. 4467.
Medal Dept.: DUNCANNON ST., W.C.2. Gerr. 7717.

Telephone: CITY 5627 (2 lines).
MATTHEWS & GOODMAN,
Auctioneers, Surveyors & Estate Agents.
VALUERS FOR ESTATE DUTY. REAL ESTATE.
COMPENSATION CLAIMS. CHATTELS.
RATING SURVEYORS. ESTATE MANAGERS.
Branches: HAMMERSMITH and LEYTONSTONE. 35, BUCKLERSBURY, E.C.4.

Mr. J. A. WATSON, B.Sc., LL.D.
BARRISTER-AT-LAW,
5, KING'S BENCH WALK, TEMPLE, E.C.
LAW LECTURER and TUTOR (London and Cambridge).
Prepares Pupils, individually and in class, for
Solicitors', Bar and University Law Examinations.
Evening Classes a special feature, also Last Month Revision Classes.

Please Note Change of Address:
Consequent upon the increasing demands on their services
G. PORTER NIXON & CO.,
LAW COSTS DRAFTSMEN,
Late of 35, BEDFORD ROW, W.C.1.
Have removed to more commodious (ground floor) offices, at:—
14, BEDFORD ROW, LONDON, W.C.1.
Telephone No.: CHANCERY 8031.

BRITISH HOME
AND HOSPITAL FOR
INCURABLES.
Crown-lane, Streatham, London, S.W.16.

Founded for the Relief of Sufferers of the MIDDLE CLASSES.

LEGACIES, SUBSCRIPTIONS, and DONATIONS
much needed and earnestly solicited.
Patron—His Royal Highness The Prince of Wales.
Patroness—Her Royal Highness The Duchess of York.
President—His Grace The Duke of Portland, K.G.
Secretary—Edgar Penman.
Offices—72, Cheapside, London, E.C.2.
Bankers—Barclays Bank Limited.
This Institution was the FIRST in England to receive the patronage of the late Queen Alexandra in 1863.

LEGACIES
are earnestly solicited in favour of the
ALEXANDRA ORPHANAGE
(Incorporated as the Orphan Working School and Alexandra Orphanage),
of Maitland Park, Haverstock Hill, N.W.3,
which maintains fatherless Boys and Girls from all parts of the country and the Dominions.
President: H.R.H. The Prince of Wales, K.G.
Treasurer: The Rt. Hon. Lord Marshall, P.C., K.C.V.O.
Full Particulars and Form of Bequest from the Secretary: Mr. Fred. J. Robinson, A.C.I.S., 73, Cheapside, E.C.2.

Shaftesbury Society
AND
Ragged School Union
Patrons:
Their Majesties The King and The Queen.
Treasurers:
Sir Edwin Dodd and Walter Scoles, Esq.
For Eighty-Four Years a Pioneer in Child Welfare in Darkest London
140 Associated Missions.
8,400 Cripples on Register.
10,000 Fortnight's Holidays in the country provided last year.
This great work appeals for the practical interest of the Legal Profession.
ARTHUR BLACK, Gen. Secretary, John Kirk House, 32, John Street, W.C. 1.
Annual Report sent on application.

THE CANCER HOSPITAL
(FREE.)
FULHAM ROAD, LONDON, S.W.3
(Incorporated under Royal Charter).
No Letters. No Payments.
THE FIRST SPECIAL HOSPITAL IN LONDON FOR THE TREATMENT OF CANCER
SOLELY DEVOTED BOTH TO TREATMENT AND TO RESEARCH.
Fully equipped and specially staffed.
A certain number of beds are provided for advanced cases, who are kept comfortable and free from pain.
AN URGENT APPEAL IS MADE FOR
£150,000
for Building Extensions, the first part of which will be wards for "middle income" patients who can contribute towards their cost.
Bankers—Coutts & Co., 440, Strand, W.C.2.
Secretary—J. Courtney Buchanan, C.B.E.

Form of Bequest of a Legacy.
To those Benevolent Persons who kindly desire to become Benefactors by Will to this Institution, the following form of Legacy is respectfully recommended: "I give and bequeath unto THE CANCER HOSPITAL (FREE), situate in the Fulham Road, London, the sum of
(free of Legacy Duty), to be applied towards carrying on the charitable designs of the said Institution."

THE NATIONAL BENEVOLENT INSTITUTION
Founded by the late Peter Hervé.
Established 1812. Incorporated by Royal Charter.
Under the Protection and Patronage of His Most Excellent Majesty King George V.
President—His Grace the Duke of Portland, K.G., G.C.V.O.
Treasurer—Sir Robert W. Dibdin, J.P.
This Institution grants Annuities of **£21** and **£25** to distressed members of the Upper and Middle Classes of Society who have attained the age of 50 years and upwards. *Life Donations*—£5, two votes; £10, four votes; and so on in proportion. *Annual Subscriptions*—5s., one vote; 10s., two votes; and so on in proportion. Legacies are also earnestly solicited.
ADDITIONAL SUPPORT GREATLY NEEDED.
Full information to be obtained at the Office, 65, Southampton Row, London, W.C.1.
Henry C. Latreille, *Secretary.*

Protect the Child.
Over three million Defenceless Little Ones have been benefited by the
NATIONAL SOCIETY FOR PREVENTION OF CRUELTY TO CHILDREN.
245 Inspectors are at work in all parts of the United Kingdom. A Remembrance of the Claims of the Children is earnestly sought when preparing Charitable Bequests.
Legacies
are a Valuable Help.
Full report on application to
WILLIAM J. ELLIOTT, Director,
Victory House, Leicester-square, W.C.2.

Industrial Training for
BLIND AND CRIPPLED GIRLS
In connection with
JOHN GROOM'S CRIPPLEAGE AND FLOWER GIRLS' MISSION
(Registered under the Blind Persons Act, 1920). Incorporated
Formerly known as Watercress and Flower Girls' Christian Mission
Supt. and Sec., **ALFRED G. GROOM.**
The Crippleage, Sekforde-street, London, E.C.
Treas., Ernest J. Lovell, Esq. *Bankers*, Barclay & Co.
Afflicted Girls are received from all parts of the Kingdom without payment or votes, and are trained to become self-supporting.
Subscriptions, Donations and Testamentary Bequests are earnestly appealed for.

PECKHAM HOUSE
Mental Hospital.
ESTABLISHED 1826.
112, PECKHAM ROAD, LONDON, S.E.15.
Telegrams: "Alleviated, London."
Telephone: Rodney 4741 & 4742.

Certified Patients and Voluntary Boarders Received.
Private houses for suitable cases adjoin the Institution. Holiday parties sent to the Seaside branch at Kearsney during the summer months. Moderate terms. Apply to Medical Superintendent for further particulars and Illustrated Prospectus.

LEGACIES.
THE ATTENTION OF LEGAL ADVISERS
is earnestly requested by
The Distressed Gentlefolk's Aid Association.
Applications for Grants or Pensions are received daily, therefore your recommendation for Legacies will be greatly appreciated.
Information from the Secretary, C. M. FINN, 75, Brook Green, W.
Chairman: Admiral Sir E. R. Fremantle, G.C.B.

LEGACIES.
THE suggestions of the legal adviser have great weight with most testators, and an appeal is made for the claims of ST. DUNSTAN'S to be borne in mind when charitable bequests are under consideration. St. Dunstan's is solely responsible for the training, settlement and lifelong after-care of over two thousand men who have been blinded as the result of their service for King and Country.
All information from: The Treasurer,
ST. DUNSTAN'S
Headquarters,
Inner Circle, Regent's Park,
London, N.W.1.
(St. Dunstan's is registered under the Blind Persons Act, 1920.)

The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page vi.

VOL. LXXII. **Saturday, September 1, 1928.** No. 35

Current Topics: Abuse of Monopoly Rights — The "Tied" Dwelling-house — Extradition — "Landlord" for the Purposes of Decontrol—Too many Cases Stated	573	**Landlord and Tenant Notebook** ..	577
Landlord and Tenant Act, 1927 ..	575	**Our County Court Letter**	578
Secret Trusts	576	**Practice Notes**	578
A Conveyancer's Diary	576	**Points in Practice**	579
		Correspondence	581
		Reviews	582
		Books Received	582
		Obituary	583
		Legal Parables	583
		Notes of Cases	583
		Legal Notes and News	585
		Long Vacation, 1928	586
		Stock Exchange Prices of Certain Trustee Securities	586

Current Topics.

Abuse of Monopoly Rights.

THE NEW S. 27 introduced into the Patents and Designs Act, 1907, by the Patents and Designs Act, 1919, s. 1, enables any person interested, at any time, to apply to the Comptroller of Patents Office alleging an abuse of monopoly rights in connexion with any patent and asking for relief. Among things which constitute such abuse are: failure after four years to work the patent on a commercial scale in the United Kingdom, or to meet the demand in the United Kingdom to an adequate extent and on reasonable terms; refusal by the patentee to grant a licence upon reasonable terms, thereby prejudicing the trade or industry of the United Kingdom or the trade of any person or class of persons trading in the United Kingdom, or the establishment of any new trade in the United Kingdom; or attaching conditions to the use or purchase of the patent so as to prejudice unfairly any trade or industry in the United Kingdom or any person or class of persons engaged therein.

The reliefs which the Comptroller may give include the granting to the applicant of licences on such terms as the Comptroller may think expedient.

On an application for relief under the above section, made in respect of licences proposed to be given by the patentees—the Marconi Company—the Special Tribunal of the Patents Office (consisting of the Comptroller-General and the Assistant Comptroller) decided that the royalties to be charged on certain Marconi valve-holders should be reduced in the manner described by them, and stated that if the parties did not submit an agreed form of licence within twenty-one days they would make an order under s. 27. This decision was based upon the finding "that the monopoly rights under the respondents' patents have been abused . . . that it is in the public interest that a licence should be granted to the applicants . . . and that the terms on which the licence is offered are unreasonable terms, prejudicial to their trade."

The decision—given by a special administrative tribunal exercising judicial functions of an important character to which is attached very great responsibility—serves to emphasise the origin and limits of patent rights. Our patent law is based upon the exception contained in the old Statute of Monopolies, 1623, in favour of manufactures which are "new within the realm." A special privilege is conferred upon and protected for the benefit of "the true and first inventor" of such manufactures. Any abuse of the privilege calls for inquiry and may lead to compulsory licences or effect the withdrawal of legal protection.

The "Tied" Dwelling-house.

A DAILY newspaper reports the fact that the owners of a number of "chain-shops" in and about London let the premises over the shops subject to the covenant that the tenant shall buy from the shop anything he needs in the way of commodities sold there. And the newspaper likens this tie to "the mediæval arrangement by which the villein was compelled to have his corn ground at the lord's mill. "Mediæval," however, is hardly the word. In *Vyvyan* v. *Arthur*, 1823, 1 B. & C. 410, such a covenant inserted in a demise made in 1779 was held good, and the case is quoted as authoritative by Lord COLLINS in *Dewar* v. *Goodman*, 1909, A.C. 72, and by Lord MACNAGHTEN in *Dyson* v. *Foster*, 1909, A.C. 98. If the report is true, the firm in question are attempting to inaugurate a system of applying the "tie" to private dwelling-houses, and further, if the tie is binding, any landowner developing a building estate can place his own general shop in the middle of it and require all his tenants to do all their shopping there and not elsewhere on pain of ejectment for breach of covenant. The observation may be made that, in the case of houses controlled under the Rents Acts, such a tie, superimposed on the standard rent, would be held void and a tenant may disregard it. In the case of a decontrolled or new house, however, it would seem that, much as a judge before whom such a covenant was brought as a cause of ejectment might dislike it, he would have no option in the face of *Vyvyan* v. *Arthur*, *supra*, and the well-known authorities on the public-house tie, such as *Thornton* v. *Sherratt*, 1818, 8 Taunt 529, and *Catt* v. *Tourle*, 1869, 4 Ch. Ap. 654, but to uphold its validity. The matter may, therefore, be commended to the attention of the Legislature, which might have strangled the public-house tie at once, instead of allowing it to dig itself into our system and surround itself with a barbed wire entanglement of vested interests. The public-house tie was almost as unusual at the beginning of the last century as the private house tie is now, but the new tie is even more capable of expansion than the old one. The proper remedy, assuming that it is a most undesirable arrangement, which only the need for houses can force on tenants, is a statute on the analogy of the Truck Act, requiring landlords to fix and accept rent in terms of cash only—with, no doubt, a saving for the Crown to allow certain quaint and ancient customs, such as the rendering of an embroidered flag for Blenheim (or possibly Strathfieldsaye).

Extradition.

THE STEADY work which proceeds at Geneva and elsewhere to lay the foundation of the world's peace has been continued by the International Law Congress, which has been formulating a code of extradition offences. That drawn up by a committee has been slightly altered so as to include abortion and offences in respect of noxious drugs; and the age under which there is to be special protection of girls is raised from thirteen to fourteen. The extradition of traffickers in cocaine and morphia is certainly most desirable. To some extent, it may appear to break down the theory that one nation will not assist another to enforce its revenue laws, but, although the

veto on importation of a dangerous drug may be contained in a Revenue Act, it is not legislation aimed to collect revenue but to suppress health-wrecking vices. The time is certainly not ripe—if it ever will be—to include alcohol in such a scheme, but a treaty with the United States to prevent British ships engaging in "rum-running" would remove one source of irritation and friction between two great nations. Those who wish to realise the potential dangers of war occasioned by the refusal of one nation to surrender persons accused of crime in another may read Sir EDWARD CLARKE'S classical treatise on the subject. The middle-aged and elderly may, perhaps, remember the flight of the late JABEZ BALFOUR to the Argentine and Brazil, and the great difficulties of bringing him to the trial which resulted in the heavy punishment of two consecutive sentences of seven years' penal servitude by so mild a judge as BRUCE, J. At one time, in the absence of extradition treaty, British swindlers found refuge in Spain, but it is fair to mention that, even in the absence of treaty, the Spanish Government delivered up AUSTIN BIDWELL, to serve a sentence of penal servitude for life for colossal Bank of England forgeries in 1872. Our own code is the Extradition Act, 1870, as slightly modified by subsequent statutes. This marks, so to speak, our maximum, which may or may not be cut down by treaty with any particular nation conceding less to us. Probably we should never consent to repeal s. 3 of the Act of 1870, forbidding extradition for merely political offences, or s. 19, forbidding trial, after extradition, for any offence committed before, other than that the subject of the order. This section prevents the colourable extradition of a political refugee on the real motive of trying him for a political offence.

"Landlord" for the Purposes of Decontrol.

THE FULL reported judgments of the Court of Appeal in the group of appeals on decontrol, which we have been considering in the last three issues of the "Landlord and Tenant Notebook," is now to hand, and some further light is thrown on the meaning of "Landlord" by those judgments. No exception (saving the exception of tenants holding at a rent which is less than two-thirds of the rateable value) is to be found in the judgments to the basic principle that "landlord," for the purposes of decontrol, means the freeholder and the freeholder alone. No tenant, therefore, unless he comes within the exception referred to above, can, in any circumstances, be regarded as the landlord, however great the length of the term originally granted or the residue thereof, and *à fortiori*, tenants with a shorter interest, as for example, quarterly, monthly or weekly tenants, are not landlords. In order to prove, therefore, that the premises have become decontrolled, it is necessary to show that the person who was in the possession of the whole or part, as the case may be, was the freeholder; any other person will not do. As stated above, however, there is one exception, where the premises are let at a rent which is less than two-thirds of the rateable value. Such a tenant is entitled to be regarded as the "landlord" and if possession by such a person on or after the 31st July, 1923, can be shown, then the premises are decontrolled. But an important exception to the above exception is to be noted. If the term of such a tenant expires and a new lease to follow on immediately is granted to the tenant, and the rent payable under the new lease is more than two-thirds of the rateable value then the premises are not decontrolled, so that the Court of Appeal have, in this respect, followed *Brooks* v. *Liffen*, 44 T.L.R. 350. This exception, however, seems to be in conflict with the basic principle that once premises are decontrolled they are always decontrolled, a principle which the Court of Appeal accepted in the above group of appeals by rejecting *Lloyd* v. *Cook*, 44 T.L.R. 455, and approving *Ratkinsky* v. *Jacobs*, 44 T.L.R. 548. Although it might be correct to say that there was no possession by a landlord so as to effect decontrol, where the term of a tenant in possession, holding under a long term at a rent of less than two-thirds of the rateable value came to an end prior to the 31st July, 1923, and a new lease was immediately granted to the tenant under which the rent was more than two-thirds of the rateable value, it is difficult to see how this argument could apply where the term ended subsequently to the 31st July, 1923, and the tenant was himself in possession. By virtue of the rule that such a tenant is the landlord, the premises would be decontrolled, and by virtue of the basic rule of once decontrolled always decontrolled, the premises would have to be regarded as decontrolled for ever; and to say that such premises would be controlled if in such a case the tenant was granted a new tenancy at a rent which was more than two-thirds of the rateable value, appears to conflict with one or other of the two principles above mentioned. A careful perusal of the judgment shows us no way out of this difficulty, but if any of our readers can explain this anomaly, his views would be welcomed.

Too many Cases Stated.

THE TIME of the judges in the Divisional Court, it was recently urged, is too often occupied with points which have already been determined. No one can say that these allegations are entirely without foundation, but it is difficult to see how the matter can be remedied. The Divisional Court, no less than the humble police court, is made for the litigant, not the litigant for the Divisional Court. He must pay the piper, and one cannot grumble if he insists on calling the tune although it may often be one that even lawyers trained to perceive delicate shades and distinctions can hardly tell from others they have listened to before. Justices, of course, may refuse to state a case, but, it should be noted, only if they think the application frivolous, "but not otherwise." Unless it is held that to ask for a case on a point similar to one already decided is frivolous, the justices are bound to accede to the request. The weakness of the system has often been pointed out. Whilst in some branches of law there are so many decided cases that it is difficult to pick the way from mere multiplicity of directing posts; in others there is no guide at all. Of such gaps the justices themselves have great reason to complain. They occur as frequently as anywhere in questions of their own procedure. Of these it would be easy to compile a formidable list, but two instances will suffice. In these lean years, justices are continually faced with the poser: Can they or can they not issue a witness summons or witness warrant to compel a defendant to a judgment summons to appear? often the result of interpreting the law on this point strictly and refusing to issue such process is that the means of the defendant cannot be proved, and the complaint fails. To take the more robust view that the law ought not to be so easily frustrated, and to compel the defendant to appear, entails a risk justices ought not to be asked to take. A perhaps more striking instance is the question whether justices can ask a defendant before committal for trial if he pleads guilty or not. In the absence of definite authority, they have generally shrunk from taking so bold a course, but it may very well be the legislature intended them to do so. Failing any statutory guidance on the point, the Administration of Justice Act, 1920, and several sections of the Criminal Justice Act, 1925, have largely become dead letters. In the last century, justices occasionally sought opinions on such matters from the public departments. To-day, with the bureaucracy so out of favour with the judiciary, any suggestion of the renewal of such assistance would probably be frowned upon. Perhaps something might be devised similar to the Roman *responsa prudentum*—the answers of the learned in the law. Points of difficulty were referred to eminent jurists of the day, and the opinions given took a place in the Roman law very similar to our decided cases. In the absence of judicial guidance, there remains only the hope of elucidation by Act of Parliament, a hope which comes very near to futile longing, and, if realised, may well be accompanied by the risk of making the matter more obscure and puzzling than before.

Landlord and Tenant Act, 1927:

Compensation for Improvements.

(By Mr. S. P. J. MERLIN, Barrister-at-Law.)

I.—THE POSITION OF A TENANT.

There appears to be much doubt and uncertainty in the minds of tenants of business premises as to what kinds of "improvements" they are entitled to make in their holdings, and in due course to claim compensation for, under the provisions of ss. 1, 2 and 3 of the Landlord and Tenant Act, 1927.

Pruned of all verbiage and exceptions, s. 1 of the Act lays down the general rule that a tenant of business premises shall be entitled at the termination of his tenancy to be paid compensation by his landlord in respect of any improvement (including the erection of any buildings) on his holding made by him or his predecessor in title (not being a trade or other fixture which the tenant is by law entitled to remove) and which at the termination of the tenancy adds to the letting value of the premises. There is no definition in the Act specifying what is meant by or included in the term "improvement." Judging by the reports of the debates in *Hansard* the definition appears to have been advisedly omitted of what is meant by the term.

One of the most frequent illustrations or examples used by the Home Secretary when he sponsored the measure in the House of Commons and by the late Lord Chancellor when he introduced it in the House of Lords, of an everyday "improvement" contemplated by the Act was that of a new shop front. Let us assume an ordinary lease of seven, fourteen or twenty-one years, granted, say, in 1915, of business premises which comprised an old-fashioned type of shop front, which premises are occupied by a tenant desirous of installing more modern shop windows. In this case there would be about seven years of the term still to run, and it might be well worth the tenant's while to make such an "improvement," and he would have a clear right in most cases of this kind to do so under the Act. The procedure to be followed by a tenant who proposes in such circumstances to make an "improvement" on his holding is to serve on his landlord a notice of his intention to do so, together with a specification and plan showing the proposed "improvement," and the part of the existing premises affected thereby. The landlord, on receipt of such notice, must, in reply, duly serve on the tenant, if he objects, a formal notice of objection to the same, and the tenant may then apply to the tribunal to certify that the "improvement" is a proper "improvement" for the tenant to make. The matter will then be tried, and provided the tenant satisfies the tribunal (*a*) that the "improvement" is of such a nature as to be calculated to add to the letting value of the holding at the termination of the tenancy, and (*b*) that it is reasonable and suitable to the character of the premises, and (*c*) that it will not diminish the value of any other property belonging to the same landlord or of any superior landlord from whom the immediate landlord and the tenant directly or indirectly holds, a certificate will be issued to the tenant authorising him to execute the proposed "improvement."

The "improvement" above mentioned is a good illustration of the type of "improvement" which the Act contemplates, but there are innumerable other "improvements" in business premises of all sorts, including shops, offices, banks, hotels, boarding-houses, wharves, docks, and many other kinds, each class of which will provide examples of "improvements" peculiar to themselves.

For example, take some of the large hotels in London and the Provinces which are let on lease for long terms. Many of these hotels are in varying degrees obsolescent and out of date in many respects, such as, for example, the number of bathrooms available, the installation of running water in the bedrooms, and cold storage in connexion with the kitchens. In a large hotel containing anything from 100 to 300 bedrooms the provision of a sufficient number of bathrooms, of running water, and cold storage is now imperatively required by modern conditions. In the case of such an hotel, it now becomes open to the tenant to draw up plans and specifications of expensive "improvements," comprising, as above suggested, the installation of a large number of bathrooms, etc., which might cost many thousands of pounds in the aggregate. Such an "improvement" would appear to fulfil all the requirements of the above-mentioned clauses (*a*), (*b*) and (*c*), inasmuch as they would be of such a nature as to be calculated to add to the letting value of the premises, and would be reasonable and suitable to the character thereof, and would not affect the value of any other property belonging to the same landlord. But the tenant must not imagine that he will obtain back the whole cost of such an "improvement" at the end of his lease, as the Act provides that the sum to be paid as compensation for any "improvement" shall not exceed the "*net addition*" to the value of the holding as a whole which may be determined to be the direct result of the improvement; or, alternatively, shall not exceed the reasonable cost of carrying out the improvement at the termination of the tenancy, subject to a deduction of an amount equal to the cost (if any) of putting the works constituting the improvement into a reasonable state of repair, except so far as such cost is covered by the liability of the tenant under any covenant or agreement as to the repair of the premises.

Another example of business premises, whose tenants should find the provisions of the Act, relating to improvements, of considerable value to them, are old-fashioned blocks of offices in London and elsewhere, which are devoid of lifts, central heating, and other modern amenities, which add so largely nowadays to the value and letability of office premises. In many cases entire blocks of this class of property are held by lessees holding under long or short leases, who sub-let suites of offices and rooms to individual tenants who occupy them for business purposes. Here the mesne landlord, the leaseholder, would in all proper cases be entitled to claim compensation at the end of his lease for the unexpired value of all improvements effected by him under the provisions of this statute, provided he follows the procedure prescribed in its first three sections.

A strong attempt was made in the House of Commons to get the Government to extend the benefits of the Act to premises occupied by those carrying on professions therein. This attempt failed, but as a sop to the malcontents a proviso was added to s. 17, sub-s. (3), which reads as follows:—

> "For the purpose of this section, premises shall not be deemed to be premises used for carrying on thereat a trade or business—
>
> "(*a*) by reason of their being used for the purpose of carrying on thereat any profession,
>
> "(*b*) by reason that the tenant thereof carries on the business of sub-letting the premises as residential flats, whether or not the provision of meals or any other service for the occupants of the flats is undertaken by the tenant:
>
> "Provided that, so far as this Part of this Act relates to improvements, premises regularly used for carrying on a profession shall be deemed to be premises used for carrying on a trade or business."

Reading the above proviso with the words bracketed in s. 1 of the Act, which expressly include among the "improvements" contemplated by the Act "*the erection of any building*," it is clear that any doctor who desires to erect, say, a garage, or a separate surgery, on land adjoining his house or otherwise, in such a way as will entitle him to claim that it has added "to the value of the holding as a whole," will in all probability be enabled to obtain compensation for such "improvement"

at the end of his lease. And there seems no reason whatever why all improvements made in the "business" part of their premises by dentists, solicitors, architects, and other professional tenants should not be compensated likewise, provided always that they duly follow the procedure prescribed by the Act in regard to such improvements.

(*To be continued.*)

Secret Trusts.

THE admissibility of parol evidence as to the terms of a secret trust imposed on trustees by a testator was considered by the Court of Appeal in the important case of *In re Blackwell*; *Blackwell* v. *Blackwell*, 72 SOL. J. 318, the effect of the appeal in this case being virtually to review the validity of the decision in *In re Fleetwood*; *Sidgreaves* v. *Brewer*, 15 Ch. D. 594, given nearly half a century ago.

The material facts were shortly as follows: A testator by a codicil bequeathed £12,000 to five friends, upon trust "for the purposes indicated" by the testator to them. The codicil, which however did not identify the beneficiaries, was prepared by one of the five friends (upon the testator's oral instructions) and on the same day he made a note of the terms of the trust in a written memorandum; those terms were communicated to all the other trustees and they accepted the trust.

On the testator's death, an action was commenced by the residuary legatees to test the validity of the trust. Mr. Justice EVE held that such evidence was admissible and that the trust was valid.

It may be of advantage, therefore, to examine the exceptions or apparent exceptions to the requirements of s. 9 of the Wills Act, 1837, which provides that no will or testamentary disposition shall be valid unless it is in writing and executed in accordance with the formalities therein set out. It will be observed that in *Blackwell's Case* it was only the codicil as such that satisfied the requirements of the Wills Act, the memorandum in itself not having been executed in the manner requisite for a testamentary document, oral evidence being necessary to connect the memorandum with the codicil.

This exception from the strict requirements of the Wills Act, in favour of secret trusts, has its origin in equity and the principle was thus referred to by CAIRNS, L.C., in *Jones* v. *Badley*, L.R. 3 Ch., App. 362, at p. 363: "Where a person knowing that a testator in making a disposition in his favour intends it to be applied for purposes other than for his own benefit, either expressly promises, or by silence implies, that he will carry the testator's intention into effect, and the property is left to him on the faith of that promise or undertaking, it is in effect a case of trust." So again in the Irish appeal to the House of Lords of *McCormack* v. *Grogan*, 1869, 4 H.L. 82, in which case, however, it was held that no binding trust had been created, the Lord Chancellor (Lord HATHERLEY) said: "The rule has long been established in equity that a person apparently taking property by devise or bequest from a testator with the knowledge of the existence of another instrument which he actually or impliedly undertakes to carry into effect will be fixed as trustee with the performance of such instructions and directions as are given in that other instrument."

But this doctrine, as the Lord Chancellor was careful to point out, requires to be carefully restricted within proper limits, and there are dicta in *McCormack* v. *Grogan* to the effect that the principle should only be applied in cases of fraud. Thus the Lord Chancellor said (*ibid.*, at p. 89): "It is a doctrine which involves a wide departure from the policy which induced the Legislature to pass the Statute of Frauds, and it is only in clear cases of fraud that the doctrine has been applied—cases in which the court has been persuaded that there has been a fraudulent inducement held out on the part of the apparent beneficiary in order to lead the testator to confide to him the duty which he so undertook to perform."

That the doctrine has not been limited in its application to cases of fraud is evidenced by later cases such as *In re Fleetwood*, *supra*, and *In re Huxtable*; *Huxtable* v. *Crawfurd*, 1902, 2 Ch. D. 793.

In *In re Fleetwood* a testatrix had completely disposed of all her property by a will and three codicils, but she subsequently executed a fourth codicil bequeathing certain of her effects to one of the beneficiaries to be applied by him in the manner requested by the testator. This beneficiary gave evidence that before the execution of the fourth codicil the testator had stated the alterations she was desirous of making in her will, and that he had made a pencil memorandum of these alterations, repeating each item to the testatrix, the memorandum, however, not being signed by the testatrix. The court admitted the evidence and held that a trust had been established, but it is as well to note that there was no question of fraud in this case.

In re Fleetwood was followed by FARWELL, J., in *Re Huxtable*. In that case a testator had bequeathed a sum of £4,000 to one Crawfurd "for the charitable purposes agreed between us," and it was held that on the face of the will there was a gift for limited charitable purposes, and that evidence was accordingly admissible to show what those purposes were, the decision of Mr. Justice FARWELL on this point being upheld in the Court of Appeal, which however considered that while the evidence was admissible for the purpose of proving matters which were not defined by the will, and to show what were the charitable purposes, it was not admissible for the purpose of contradicting the will in any way, and accordingly evidence to the effect that it was only the income of the capital sum of £4,000, and not the capital sum itself, was to be expended on the charitable purposes in question, was rejected. Here again there was no question of fraud.

Both *Fleetwood's Case* and *Huxtable's Case* may therefore be taken as authority for the rule that where a secret trust is created in such circumstances, parol and other evidence will be admitted to prove the nature of the trust, and that too, even where there is no question of fraud. As the Master of the Rolls pointed out in *Blackwell's Case*, the Court of Appeal itself in *Fleetwood's Case* must be regarded as having followed and accepted this principle.

In these circumstances and in view of the fact that *Fleetwood's Case* had stood for nearly half a century, the Court of Appeal in *Blackwell's Case* refused to disturb the principle there laid down.

A Conveyancer's Diary.

Land Held on Trust to Accumulate the Income: *Re Stevens and Dunsby*, 1928, W.N. 187.

Re Stevens and Dunsby, 1928, W.N. 187, serves to illustrate two important considerations, namely: (1) the difficulty that may be experienced in deciding whether land is settled land or land held upon trust for sale; and (2) the extreme reluctance, if indeed, not the absolute refusal, of the court to countenance the suggestion that land can be so settled on a family as to be practically inalienable, either under a trust for sale or as settled land. It is as well, therefore, to pay heed to the remarks in 3 Prid., 22nd ed., p. 69, that "every settlement should take one of these forms [i.e., by a trust for sale or strict settlement]. Attempts at blending the two forms must generally result in ambiguity and possibly in disaster."

In *Re Stevens and Dunsby*, T, who died in 1886, had devised the whole of his estate to trustees upon trusts to provide for repairs and insurance, and then the maintenance of his children and grandchildren, and thereafter to invest the residue

of the rents and profits so as to accumulate the income (subject to the payment of certain annuities) to pay off mortgages on his real estate, and when the mortgages had been paid off the trustees, during the lives of the grandchildren or the survivor of them, were to pay the net income of the property to such grandchildren in equal shares.

On the 1st January, 1926, the mortgages had not been paid off. In 1927 T's grandchildren contracted to sell property comprised in T's devise to P. At the date of the contract all the mortgages had not been paid off. P contended that the vendors had no power to sell the land, which was not "settled land" as it was not limited to anyone by way of succession. Romer, J., however, observed that, having regard to S.L.A., 1925, s. 1 (1), it was difficult to see why the land was not settled upon trust for persons in succession and held that it was settled land. Further, the grandchildren, being persons entitled to the income of the land under a trust or direction for payment thereof to them during their lives "whether or not subject to expenses of management or to a trust for accumulation of income for any purpose," were within S.L.A., 1925, s. 20 (1) (viii), and accordingly, had the powers of a tenant for life under the S.L.A., 1925. Hence they could make a good title to the purchasers.

It is to be observed that the learned judge considered the case did not fall within L.P.A., 1st Sched., Pt. IV, because of the provision for accumulation of the rents and profits—i.e., presumably, the grandchildren were not entitled to undivided shares *in possession*. At the same time it is to be noted that persons given the powers of a tenant for life by s. 20 (1) of the S.L.A., 1925, must have an estate or interest *in possession*. In both contexts, it seems, the expression *in possession* is used as opposed to in remainder (see 1 Wolst. & Cherry, pp. 502-3, and 2 *ib.*, p. 88). It may be that the words "subject or not . . . to a trust for accumulation . . ." give it an extended meaning for the purposes of s. 20 (1) (viii). In any case there was the authority of *Re Earl of Stamford and Warrington*, 1927, 2 Ch. 217, that the words "vested in possession" in Pt. IV rule out the case where the entirety is vested in trustees for a long term on trust to accumulate the income and discharge incumbrances thereout.

Landlord and Tenant Notebook.

Existence of Alternative Accommodation in House of which Possession is Claimed.

The case of *Thompson* v. *Rolls*, 1926, 2 K.B. 426, will be found in practice to be of very material assistance in cases where the landlord is desirous of procuring accommodation for himself in part of a dwelling-house which is in the occupation of a statutory tenant.

In the above case the tenant of premises within the Acts occupied five rooms herself and sub-let the remaining two rooms furnished. The landlord required possession of part of the house and requested the tenant to give up possession of the two rooms which were sub-let, and on the tenant refusing to do so commenced proceedings under s. 4 "5" (1) (*d*) claiming possession of the *whole* of the premises on the ground that she reasonably required possession for her own occupation, and that alternative accommodation was available, such alternative accommodation, however, consisting of that part of the house, of which possession was sought, which was then being occupied by the tenant. The Divisional Court held that she was entitled to an order, but only on the terms that she should give an undertaking to allow the tenant to continue in occupation of that part of the house, which was then being *personally* occupied by her, at a proportionately reduced rent.

It is clear, according to *Thompson* v. *Rolls*, that the courts will not extend the protection of the Rent Acts to cases where the premises are partly sub-let or where lodgers are taken in. As Rowlatt, J., pointed out, 1926, 2 K.B. 432: "It is quite clear that this case is outside the mischief which the Rent Restrictions Acts were intended to remedy. It is not a case of an unfortunate tenant being turned out of the only accommodation she can get; it is a case of an owner being kept out of rooms which the tenant does not want herself to occupy, but out of which she makes a profit."

The mere fact, however, that a part of the premises is sub-let or occupied by lodgers will not make a demand by the landlord for the possession of the *whole* reasonable, and a landlord can only satisfy the court in such a case that his demand for the whole is reasonable by proving that he asked at first merely for possession of that part of the premises which was in the personal possession of the tenant and that possession of that part even was refused.

The argument is put very forcibly in Mr. Justice Rowlatt's judgment, 1926, 2 K.B., at p. 433: "The plaintiff," said the learned judge, "has only proved that she wants two rooms, and it is said by the defendant that the plaintiff has not complied with the requirements of the statute and proved that she reasonably required the premises; but what she has proved is that she requires two rooms in the house . . . The plaintiff told the defendant that she wanted the two rooms for her own occupation, and the defendant said that the plaintiff could not have the two rooms . . . The plaintiff's answer is that if she cannot have the two rooms without obtaining an order for possession of the seven rooms, that she reasonably requires the seven rooms in order to get possession of the two rooms. The county court judge has not found in terms that the plaintiff requires the seven rooms, but I think when the county court judge found that the plaintiff required the two rooms, that having regard to the circumstances, in substance, he found the only fact necessary in order to comply with the requirements of the section."

In addition to proving that possession of the premises is reasonably required by him, the landlord must also satisfy the court as to the existence of alternative accommodation where he is proceeding under para. (*d*), unless, of course, his case comes within one or more of the exceptions to be found in paras. (i) to (v) of s. 4 "5" of the Act of 1923, as amended by the Prevention of Eviction Act, 1924, and *Thompson* v. *Rolls* has decided that such accommodation may be offered in the same premises, so that the nature of alternative accommodation where the landlord is proceeding under para. (*d*) is somewhat similar to that required by para. (*f*). It may be as well to refer to the judgment of Rowlatt, J., on this point: "*Ex hypothesi*," said the learned judge (*ib.*, at p. 433), "the plaintiff is getting possession of the whole house, but *eo instanti* it appears that the defendant can have the five rooms that she now occupies at a rent which the learned county court judge has found to be reasonable. Why is that not alternative accommodation? I think it is. It is true that the alternative accommodation is not in another house, but the defendant gets the same five rooms in the house which she now occupies. I do not see why that is not alternative accommodation."

LORD HALDANE'S WILL.

Viscount Haldane, in his will, dated 3rd September, 1925, made the following public bequests, all free of Government duties;—

University of Edinburgh, £1,000.
University of Bristol, £2,000.
Birkbeck College, London, £1,000.
University of Gottingen, £1,000.
British Institute of Adult Education, £2,000.

Lord Haldane had been a student at Edinburgh and Gottingen Universities. He was president of Birkbeck College at the time of his death, an office he had held since 1919. His association with the college, however, began about twenty years ago, when he delivered an address on speech day.

Lord Haldane's interest in adult education is illustrated by his bequest of £2,000 to the British Institute of Adult Education. He was the first president of the institute, and really the founder of it in 1921. In that year he toured the country, giving a number of addresses to awaken interest in this subject.

Our County Court Letter.

HORSE OWNERS' RIGHTS AND LIABILITIES.

Novel circumstances with regard to the above were considered in the recent case of *Whitehill* v. *Allen* at Dudley County Court. The plaintiff had been driving a motor car along the new arterial road from Wolverhampton to Birmingham, and at about 1 a.m. was passing through the district of Coseley at a speed of from twenty to twenty-five miles an hour. One of the defendant's horses, possibly frightened by the lights, galloped into the rear of the plaintiff's car, and the horse's forelegs passed through the hood. The windscreen was smashed by the falling of the hood, and to protect his face from the broken glass the plaintiff put up his hands and temporarily lost control of the steering wheel. About nineteen yards further on a collision occurred with another of the defendant's horses, which was afterwards found lying on the ground in front of the plaintiff's car. The plaintiff claimed £65, the amount of damage to his motor car, and the defendant counter-claimed £78 the value of the two horses, which had to be destroyed by reason of their injuries. The case for the plaintiff was that the damage to the car and the impact with the second horse were caused by the first animal dashing into the rear of the car, and that the injuries to both horses were therefore, unavoidable. For the defendant it was argued (1) that although he was liable under the Highway Act, 1835, as the owner of straying horses, the latter nevertheless had a perfect right to be on the highway at common law, and (2) that the damage was due to the plaintiff's negligence in driving too fast and not keeping a proper look-out. It transpired that the defendant had been fined for allowing the horses to stray on the night of the accident, but His Honour Judge Tebbs pointed out that the question of straying did not enter into the case as far as he was concerned, and that motorists must take the risk of collision with animals also using the highway. Judgment was therefore given for the defendant on the claim, and for the plaintiff on the counter-claim.

The renewed popularity of the horse for short distance deliveries gives rise to cases such as *Glanville* v. *Sutton and Co. Limited*, 44 T.L.R. 98. The action was brought in the Mayor's and City of London Court on the following facts: While stepping on to the footpath in Ludgate Hill, the plaintiff passed in front of a muzzled horse harnessed to a stationary van, the property of the defendants. The horse stretched out its head and bit the face of the plaintiff, the carman then being absent on the defendants' business in premises near at hand. There was evidence that the horse had previously bitten another horse, and that since biting the plaintiff it had endeavoured to bite other horses. Judge Sherwell Cooper left questions to the jury which, with their answers, were as follows: (1) Did the defendants know, or ought they to have known, that the horse was (*a*) dangerous to other horses; (*b*) dangerous to mankind?—Yes, in both cases. (2) Was the injury to the plaintiff caused by the dangerous nature of the horse? Yes. (3) Were the defendants in all the circumstances negligent in leaving the horse unattended? No. The damages were assessed at £25, but His Honour held that no sum was recoverable on the above findings, and gave judgment for the defendants.

In the Divisional Court it was pointed out by Lord Justice Scrutton (sitting as an additional judge of the King's Bench Division) that no objection had been taken to the question to the jury as to whether the horse, to the knowledge of the defendants, was dangerous to other horses. As regards the other question—as to whether the horse was dangerous to mankind—there was no evidence to show that horses which had bitten other horses would also bite human beings. The alternative claim under *Rylands* v. *Fletcher*, L.R. 3, H.L. 330, was based on the argument that once a horse is shown to be different in any respect from ordinary horses, it is out of its class of animals *mansuetæ naturæ*, and must be kept by its owner at his own risk. This proposition was not supported by any authority, and was contrary to the decision of the Court of Appeal in *Manton* v. *Brocklebank*, 1923, 2 K.B. 212. Lord Justice Sargant concurred in dismissing the appeal.

Practice Notes.

EFFECT OF ENGLISH JUDGMENTS IN FRANCE.

Not only is an English judgment inoperative in France, but a valid English judgment is not conclusive, in the French Courts, either on the facts or on the law adjudicated upon.

In the absence of any diplomatic treaty (and there is no diplomatic treaty on this subject between England and France) the French courts reserve the right to enquire into the merits of the case *de novo*, and their right is constantly exercised.

To such an extent is this principle carried that in a recent case before the First Chamber of the Tribunal Civil de la Seine, whose decisions probably carry more weight than any other Court of First Instance in France, in which case the plaintiffs, an English firm, endeavoured to have a judgment by consent, rendered by the High Court, made executable in France upon the defendants, of French nationality, the French Court held that:—

> "In the absence of diplomatic conventions French jurisdiction has not only to examine whether the foreign judgment which it is desired to execute in France has been rendered in the form prescribed by the law of the foreign country and if there is nothing in it contrary either to public policy or to French law; but having alone the right to adjudicate in France on the fortune and conditions of its citizens and having alone power to order the execution of what it decides it possesses therefrom the incontestable right to examine afresh the merits of the litigation.
>
> "That this right, flowing from the principle of sovereignty, is a matter of public policy; that consequently a Frenchman against whom a judgment has been rendered by a Foreign Court cannot renounce this right of revision; that consequently the Plaintiff cannot maintain that the Defendants have consented to the judgment rendered against them by the English Judge."

The procedure to make any English judgment executable in France follows precisely that of the trial of an ordinary civil action in this country, with the additional expense of having sworn translations made of the English judgment and, in certain cases, of the pleadings. Proceedings are taken before the Court of First Instance in France, even in the case of a judgment rendered by the House of Lords, and the judgment of the Court of First Instance is subject to appeal in the ordinary way.

In so far as security for costs is concerned, no difference is made between an application to make an English judgment executable in France and original proceedings before the French courts.

For all practical purposes, therefore, there is no object to be gained by instituting proceedings in England when it is necessary to go over to France in order to levy execution, and it will save both time and expense to institute proceedings immediately before the French courts. In practice, the English solicitor should satisfy himself that the defendant who is resident in France has sufficient assets in England to meet the amount of the claim before commencing proceedings in the latter country.

The above principles are not always clearly understood, as there is a natural tendency to assume that the effects of a foreign judgment in France are similar to the effects of a foreign judgment in England.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. No responsibility is accepted for the accuracy or otherwise of the replies given.

Loss of Field Glasses in Hall of Social Club.

Q. 1367. A is a member of a first-class social club, r. 38 of which reads as follows :—

"Lost Property.—38. The Club does not admit any liability for losses of money, jewellery or other articles of value unless they are deposited with the secretary for safe keeping."

On the 16th February, 1928, A arrived at the club in a taxi-cab at 5.45 p.m. wearing his hat and coat and his field glasses over his shoulder, kept his cab waiting and entered the club with his glasses still over his shoulder, as confirmed by the cab driver and the hall porter at the club. In the hall of the club are the usual coat-racks and hat-pegs, thus "inviting" members to place their ordinary belongings there. A hung up his hat and coat and glasses on one of the pegs and proceeded to wash his hands and write a short letter, the whole of which occupied less than fifteen minutes. On proceeding to put on his coat and hat to leave the club he found that the glasses, in this short interval, had disappeared, and a full search was unavailing. A immediately reported the loss to the under-secretary of the club and the hall porter. The hall waiter, on being questioned, volunteered that the "loss" had probably taken place between two "reliefs," he having only that moment come on duty. The hall waiter on duty waits on the smoking room, so in any event he is not always tied, as a watch dog, to his hall. No *formal* claim has yet been made by A (indeed, for many good reasons, he may never make one); the last weeks have been spent in correspondence with the insurance company, who refuse to admit the claim, on the ground that A was not "resident" in the club, which contention is sound. The following submissions are put forward :—

(*a*) That the words "or other articles of value" used in r. 38 must be considered "*ejusdem generis*," and that for the purpose of this rule field glasses are not "articles of value" but ordinary belongings in frequent use. It might be careless to leave such articles in the hall of a club for two or three days, or even a night, but a member would become very unpopular with the secretary if he were continually to take up his glasses, demand a receipt and ask for them back again in a quarter of an hour.

(*b*) That a club is something more than a "gratuitous bailee"; subscriptions are paid for the use and amenities of the club, and presumably for a certain amount of protection for his belongings, so long as a member acts reasonably. It would obviously be unreasonable to leave a £10 note lying about the hall or to hang up a string of pearls among the coats and hats.

(*c*) That a reasonable man may hang up field glasses with his coat on a peg in the hall of a first-class club in the reasonable expectation of finding them there in a quarter of an hour's time.

(*d*) That by protecting themselves against loss of valuables ("unless, etc.," as in r. 38), the committee obviously consider they are under *some* liability to members for other articles; if not, why the presence of the rule ?

The following questions are asked :—

(i) Is the club under *any liability at all* for anything except what is deposited with the secretary ?

(ii) If nay, then does not r. 38 do the committee more harm than good ?

(iii) Does not the existence of this rule rather tend to estop the committee from saying that it has no liability for ordinary belongings of members, provided they have acted with reasonable care ?

(iv) Is it negligent of the committee not to have a servant detailed to remain on *constant* guard over belongings deposited by members on pegs provided for the purpose ? Such a course would seem hardly practical.

(v) Generally, has A a claim on the club for the value of the glasses, in the circumstances detailed above ?

A. A does not appear to have a valid claim against the club for the loss of his field glasses. The *ejusdem generis* construction of r. 38 suggested is not maintainable. It is doubtful whether the club is under any liability for anything except for what is deposited with the secretary.

Enfranchised Land—Compensation Agreement—Fine on Death of Lord—Ascertainment of Compensation.

Q. 1368. The L.P.A., 1922, 13th Sched., para. 10, provides that in manors in which lord's fines are payable the compensation shall be increased "according to" the nature and amount of the lord's fine. It is submitted the "according to" does not mean "by an amount equal to," but that the amount payable must be ascertained by multiplying the lord's fine by half the coefficient shown in the table against the age of the lord or otherwise in accordance with actuarial calculations ?

A. Yes. If the fine is based on two years' annual value, and proportionately, if otherwise. This compensation, depending on the age of the lord, will be in addition to and independent of that depending on the age of the tenant.

Death of Owner of Freehold House Intestate—Vesting in Widow.

Q. 1369. T died on the 16th January, 1928, intestate, leaving a widow and four children. Letters of administration have been granted to the widow. T's estate consisted of personalty value £50, and freehold house worth £825, but subject to a mortgage of £300. As the total value of the estate is considerably below £1,000 will you kindly advise as to the proper steps to vest the freehold house in the widow absolutely?

A. The widow administratrix must assent in writing to the devolution of the freehold to herself under the A.E.A., 1925, s. 36 (1) and (4), and s. 46 (1) (i).

Landlord and Tenant—Arrears of Rent—Death of Tenant Intestate—Recovery.

Q. 1370. When a tenant dies intestate leaving arrears of rent and sufficient assets to pay them (excluding the goods on the premises which are claimed by a third party) but no letters of administration have been taken out, what steps should the landlord take to recover the arrears owing to him ?

A. The arrears of rent constitute a simple contract debt, for which the landlord will have the usual remedies against the administrator of the estate. If no beneficiary will administer, the landlord can do so as creditor, as to which right the practice remains as before the new legislation. If he takes this course he can prefer his own debt, see *Davies* v. *Parry*, 1899, 1 Ch. 602, approved *re Belham*, 1901, 2 Ch. 52, and the A.E.A., 1925, s. 34 (2).

Administration—Rights of Child Legitimated by the Legitimacy Act, 1926.

Q. 1371. L.T. died in 1928 a widow and intestate, leaving three children, X, Y and Z. Y and Z are both under twenty-one

and were born subsequent to L.T.'s marriage with A.T. A.T. was also the father of X, who was born prior to the marriage of A.T. and L.T. (neither of whom were ever married to a third person). It is assumed that under the provisions of the Legitimacy Act, 1926 (s. 1) X was legitimated on the 1st January, 1927 and that by s. 3 X is entitled to share equally with Y and Z in the estate of L.T. Having regard to the fact that Y and Z are minors, will X be entitled to the grant of administration to L.T.'s estate, and if so, will the probate authorities require any evidence as to her right to such grant ?

A. The grant must go to two persons, see J.A., 1923, s. 160 (1), re-enacting the A.E.A., 1925, s. 12 (1). The opinion is here given that, in the circumstances, X would be entitled to be one of them. Since legitimacy ensues as a result of the Act of 1926 without proceedings under the Act of 1858, and s. 2 of the Act of 1926, the probate authorities should be satisfied with production of an official copy of the marriage certificate, in which A.T. and L.T. will no doubt respectively be described as bachelor and spinster. The assumptions made in the question are confirmed.

No Lights and Contributory Negligence.

Q. 1372. A tramcar was being driven on a dark evening along a badly lighted road when it collided with a motor lorry, which was then unlighted, and bore no rear light. So far as I can ascertain the tram driver was exercising proper care in the driving of his car, and the car in addition to being fully illuminated, had a headlight of the usual type. I shall be glad to have your opinion :—

(1) Whether the fact that the tramcar " ran down " the motor lorry is *primâ facie* evidence of negligence ?

(2) Whether the absence of a rear light on a vehicle required by law to have such a light is *per se* contributory negligence sufficient to defeat the plaintiff's claim ?

(3) If so, whether the absence of a rear light on a vehicle *not* then required by law to have such a light, e.g., horse and cart, is similarly contributory negligence ; and

(4) Whether the headlight of a moving vehicle is primarily a warning to approaching traffic or a searchlight to enable the driver of such vehicle to see his path more clearly ; if the latter, has any standard of illumination been suggested?

I have searched most of the recognised High Court reports, but if you could suggest any cases to assist the defence it would be helpful.

A. It is not stated whether the lorry was stationary or moving, and the suggestion that the tram driver was exercising proper care is hardly borne out by the circumstances. There are no legal presumptions on an overtaking vehicle colliding with one in front, and interpretations of the position are not uniform.

(1) This is not *primâ facie* evidence of negligence, but the fact will be difficult to explain, unless, e.g., both vehicles were travelling at a reasonable speed, a proper distance apart, and the lorry pulled up suddenly for no apparent reason.

(2) Different views are prevalent hereon, but it does not follow that the absence of a rear light is due to negligence. It may be caused by accident, interference, or by mechanical breakdown in spite of due precautions. The fact of there being no light before the accident is difficult to prove in the absence of independent evidence.

(3) There is no contributory negligence in the absence of a rear light on a vehicle not compelled to carry one.

(4) A headlight is primarily a warning to approaching traffic, and the legal test is whether it indicates the presence of a vehicle, and not whether it assists the driver. A test of negligence is whether the driver was driving slowly enough to pull up within the distance to which his light extended. See generally, *Wintle* v. *Bristol Trams*, 117 L.T. 238.

Adoption of Illegitimate Child—Disappearance of Mother and Putative Father—Application for Adoption Order.

Q. 1373. Clients of mine (husband and wife) are desirous of applying for an adoption order in respect of an illegitimate child in the following circumstances. The child's mother (who is a distant relative of one of my clients) herself first suggested the adoption, and my clients, who have no children of their own, agreed and took charge of the child about eighteen months ago. Shortly after my clients first assumed custody of the child the mother disappeared, and so far all efforts which have been made to trace her have been without success. The putative father's whereabouts are also unknown and no bastardy order has been applied for or made. It is proposed to advertise the intention of applying for the adoption order in a paper circulating in the locality in which the mother was last known to be, and thereafter to file a petition in the county court for an adoption order. In these circumstances it is suggested that it will be unnecessary to serve the petition on any party ; it would also seem impossible to obtain the form of consent which is given in the County Court Practice. Are there any other steps proper to be taken in this particular case, and, can the adoption order provide for the child's name to be changed ? An early reply would be greatly appreciated.

A. The only person who should be served with the petition, under r. 4 of the Adoption of Children (County Court) Rules, 1926, appears to be the mother. As no order has been made on the alleged father, and no application has been made against him, then, in the absence of any acknowledgment by him, he need not be treated as a person liable to contribute to the support of the infant. So far as the mother is concerned, if the judge is satisfied that she cannot be found, he may be asked to exercise his discretion under r. 4, and dispense with service upon her. Power to dispense with her consent is to be found in s. 2 (3) of the Act. The same considerations would weigh in the case of the putative father if, in the circumstances, he were found to be a person " liable to contribute." Upon the facts stated, there seem no other steps necessary to be taken other than those prescribed by the rules themselves. Change of name can be made without legal formalities, and we understand that if the adopters describe the infant by the name they choose, and the order shows it to be identical with the child named in the birth certificate (which, no doubt, will be produced) there will be no difficulty about registration in the new name. Precise information on this point would be obtainable from Somerset House. The order cannot stipulate in terms for any change of name.

Land Charge—Cancellation of by the Vendors.

Q. 1374. If an estate owner whose land is subject to a registered land charge obtains the concurrence of the person entitled to the charge to release it on conveyance to a purchaser, what authority is there for the proposition that the vendor must clear the register of the charge whether (*a*) the sale comprises the whole of the land subject to the charge, or (*b*) only part of the land ?

A. There seems to be no authority for the proposition mentioned. On the contrary the purchaser of land affected by a registered land charge is by L.P.A., 1925, s. 43 (1) given the alternatives of (*a*) the cancellation of the registration and (*b*) the concurrence of the person entitled to the charge. Having made his election to take the latter alternative, he has no right to demand in addition the cancellation of the registration.

MARRIAGE SETTLEMENTS.

It may interest the profession to know that draft forms of Marriage Settlements, settled by Sir Benjamin Cherry, LL.B., are now on sale. They are published by The Solicitors' Law Stationery Society, Limited, 22, Chancery Lane, W.C.2, and branches.

Correspondence.

Estate Duty on Undivided Share of Realty.

Sir,—Lest any practitioner should be misled by the note in your "Conveyancer's Diary," p. 552, to think that the Estate Duty Department accepts the decision of Tomlin, J., in *Re Wheeler*, 1928, W.N. 225, as an authority that persons applying for administration can escape paying on the affidavit for Inland Revenue estate duty on an undivided share, I hasten to say this is not so.

I have just had a case in which the executors in their affidavit elected not to pay the duty on an undivided share. The affidavit was returned with the calculations of duty amended in red ink, to include the duty on the share in question and, of course, interest from date of death. On my writing pointing out the decision of *Re Wheeler*, I received from the Department a letter, of which the material parts are as follows :—

"With reference to your letter of the 10th inst., I have to say that the case of *Re Wheeler* merely followed the earlier decision in *Re Mellish*, and the Commissioners of Inland Revenue were not represented in either of these two cases. Apart from this, you will observe that the undivided share in the case of *Re Wheeler* was included for estate duty as personal estate and that the judge's decision in both cases was only concerned with the incidence of the duty as between the parties interested.

"The official view that as an undivided share in hand is excluded from the definition of 'land' (Law of Property Act, 1925, s. 205 (ix)) it now devolves as personal estate, and should be included as such in the Inland Revenue affidavit, is maintained and I trust that, on further consideration, you will be able to forward the additional duty payable on the enclosed affidavit."

As the obtaining of probate was considered an urgent matter, I had no alternative but to pay with an intimation that, if it was hereafter decided that my contention was correct, an allowance would be made in the shape of a year's interest on the extra amount demanded.

Norwich. ERNEST J. WATSON.
20th August.

[Mr. Watson gives another illustration of the attitude of the Inland Revenue Authorities as respects death duties on undivided shares. We can, however, hardly think that anyone can be "misled" by our notes on the subject, having regard to what we wrote on p. 564.—ED., *Sol. J.*]

Brewers and Agreements with their Tenants.

Sir,—A difficulty has arisen between brewers and their tenants with regard to the agreement which contains the following provision : "The tenant shall deal exclusively with the landlords or their successors in business or nominees for ale, beer, porter, malt or spirituous liquors, wines or other excisable articles or aerated waters."

The tenant has been purchasing his cider elsewhere and the question arises as to whether cider is an excisable article.

Under the Public House Closing Act of 1864, it is expressly defined as an excisable article, and s. 52 of the Finance Act, 1908/10, requires an excise licence to be taken out in respect thereof.

I do not know whether the point has been expressly decided, but the Brewers' Society takes the view that, in 1926, cider ceased to be excisable.

As this is a point which is likely to affect a very large number of brewers and licensees, I should be very grateful if some of your readers would be good enough to express their views on this point.

London, W.C.1. H. LLOYD WILLIAMS.
17th August.

Assets in France of a Person Deceased in England.

Sir,—Your correspondents in your issue of the 18th ult. are quite correct in considering that the procedure outlined in the Practice Notes which appeared under the above heading on your issue of the 11th ult. is not exhaustive, but indicates the customary procedure in non-contentions business.

As stated in the notes in question, the second responsibility of the bank is to be satisfied that the person or persons to whom the funds are to be remitted can give a valid receipt therefor (i.e., a receipt valid in accordance with French law, taken as a whole).

If, as suggested by your correspondents, a question of conflict of laws should arise, or if the handing over of the funds to the English executor is opposed by an interested party, the bank should decline to hand over the funds until satisfied, if necessary, by an order of the French court, as to the person or persons who can give a valid receipt therefor.

Your correspondents are further quite correct in stating that, in accordance with French law, as a whole, the devolution of the movable property of a deceased French national is governed by French municipal law, but this subject is somewhat outside the scope of the Practice Notes in question, which, as stated above, were intended merely to indicate the customary procedure in non-contentious business.

YOUR CONTRIBUTOR.

The Incorporated Society of Auctioneers and Landed Property Agents.

Sir,—In view of our having received within the last few weeks a number of letters whose writers were under the impression that election to this Society could only be obtained on the practice qualification up to the end of the current month, we should be grateful if you would allow us to state that the passing of the Society's examinations does not become a necessary preliminary to membership until 1st January, 1930.

In the meantime, election on the practice qualification is still obtainable to those who fulfil the conditions laid down in the Society's Articles of Association.

JOHN STEVENSON,
General Secretary.

The Incorporated Society of Auctioneers and
Landed Property Agents,
26A, Finsbury-square, E.C.2.
29th August.

The Drafting of Acts of Parliament.

Sir,—In view of the criticism of the drafting of Acts of Parliament in the course of the debate on the Landlord and Tenant Bill, by Lord Carson and others, the following passage from the memoirs of The Right Honourable Henry Lord Langdale, by Thomas Duffus Hardy, Vol. II, p. 90, will interest your readers :—

ACTS OF PARLIAMENT.

"Acts are passed," Lord Langdale once said, "in such a state that it is almost impossible for the courts to act upon them, and the judges often toil in vain to find a meaning—blunders are so continually being made in legislation that it becomes necessary to repeal *in one* year what has been done in the *former year*, because it is manifestly erroneous. As soon as a defect is discovered or what appears to be a conflicting course of proceeding, the judge ought to report it to the Government in order that a remedy might be considered."

The late Lord Salisbury said, in the House of Lords, many years ago, "that for a man to sit down to find out what a Bill means simply from the Bill itself was to undertake a task as hopeless as interpreting an arrow-headed inscription."

These remarks will apply with great force to many of the Acts passed in the last two Sessions of Parliament.

It is a crying scandal that private individuals have to pay the cost of litigation to ascertain the meaning of Acts of Parliament. I believe that a Joint Parliamentary Committee was appointed in 1895 to consider the drafting of Bills.

May I venture to suggest that the subject is worthy of your consideration.

Whalley Range, R. G. LAWSON.
Manchester.
21st August.

[We cordially agree with Mr. Lawson's sentiments. It is high time that some means were adopted of redrafting bills after they have been obscured in their passage through the committee stages in Parliament.—ED., *Sol. J.*]

Landlord and Tenant Notebook.

Sir,—The article appearing in your issue of the 4th inst., regarding the five appeals on the question of "decontrol" are of great interest to everyone who has to endeavour to construe the various Acts relating to "rent restrictions."

I can speak with over twelve years' experience of the various Acts, seeing that I acted for the plaintiffs in the case of *Sharp Brothers and Knight* v. *Chant*, which was the first case under the 1915 Act that went to the Court of Appeal.

We, in Birmingham, have never denied that the holder of the residue of a ninety-nine years' lease at a ground rent, however short such residue, was a landlord within the meaning of the Acts.

What has exercised our minds is:—

(1) Is the holder of the residue of an occupation lease—say for twenty-one years at a rack rental—a landlord under the Acts?

(2) Is a rack rental yearly, quarterly, monthly or weekly tenant a landlord under the Acts?

(3) Does it affect the point that a rack rental tenant or lessee did not first sub-let until after 1923?

I have not yet had an opportunity of perusing the full judgments, but so far as I can see from the newspaper report, they have not dealt with the point that agitates our minds in Birmingham.

There are several cases adjourned *sine die* in the Birmingham County Court, and your opinion would be of great assistance to practitioners here.

Thanking you in anticipation.

Birmingham, A. F. LOVATT.
10th August.

Reviews.

The Principles and Practice of the Law To-day. Lecture given by The Right Honourable Lord Justice SANKEY before the University of London. THE SOLICITORS' JOURNAL, London. 2s.

In this convenient reprint of a lecture delivered by him in March last before the University of London, Lord Justice Sankey takes stock of the present position of the law, and of the traces, which are many, left upon it by war-time legislation. As a great master of the common law, which he rightly regards as a living organism adaptable to all the changing needs of modern civilisation, the Lord Justice naturally looks with considerable misgiving upon the tendencies to bureaucracy generated by the exigencies of the war period. During those stressful years everyone had to submit to regulations which would have been intolerable in peace time; but, unfortunately, we did not get rid of them, or of the spirit which underlay them, when the Armistice came. The tendency in much of that legislation to exclude the jurisdiction of the ordinary courts—a tendency which, due to various causes, excessive costs, increasing complexity of certain cases, and the desire of the Government departments to regard themselves as the most efficient judges on all matters coming within their purview, is one which no lawyer can regard with feelings other than dislike. If administrative tribunals are to continue, Lord Justice Sankey insists they should be completely judicialised and made wholly independent of the executive; in other words, if the departments are to be the judges, the parties concerned should have a full opportunity of being heard, such as they would have in a court of law, and, further, they should have the opportunity of appealing. On the question of costs there is certainly, in the learned Lord Justice's opinion, room for reform, particularly in connexion with the interlocutory proceedings; but it is well to remember that litigation can never be cheap, and if litigants insist on fashionable counsel being retained they must not grumble when they receive their bill of costs. On this and kindred matters an inquiry is suggested, one not conducted merely by lawyers, but by lawyers and business men, the latter bringing a fresh mind to the consideration of the various problems calling for solution. Here and throughout his lecture Lord Justice Sankey desires to see the machinery of the law made more perfect and smoothly-working. For the law, as has been said, he has a profound admiration. "Amid the shifting sands and cross-currents of public life," as he truly says, "the law is like a great rock on which men may set their feet and be safe." Full of valuable suggestions and wise counsels, the lecture is worthy of study and careful pondering by all interested in legal administration and in preserving it from the encroachments of the bureaucracy. In the language of the Collect, this reprint should be read, marked, learned and inwardly digested.

Books Received.

A Concise Handbook on the Law affecting Landlord and Tenant. R. BORREGAARD, M.A. (Oxon.), Barrister-at-Law. pp. xlix and 315 (with Index). 1928. Effingham Wilson. 7s. 6d. net.

The North Carolina Law Review. Vo. VI. No. 4. June, 1928. The University of North Carolina Press, Chapel-hill, N.C. 80 cents.

The Law Quarterly Review. Vol. xliv. No. 175. July, 1928. Stevens & Sons, Ltd. 6s. net.

The Police Journal. A Quarterly Review for the Police Forces of the Empire. "Issued under Official Patronage." Vol. I. No. 3. July, 1928. Philip Allan & Co., Ltd., Quality-court, W.C.2. 5s. net (quarterly).

The Development of International Law. Sir GEOFFREY BUTLER, K.B.E., M.A., and SIMON MACCOBY, M.A. Medium 8vo. pp. xxxv and 566. 1928. Longmans, Green & Co., Ltd. 25s. net.

The Australian Law Journal. Vol. I. May, 1927. April, 1928. Crown 4to. pp. xvi and 388. Sweet & Maxwell, Ltd., The Law Book Company of Australia, Ltd. Annual subscription, £2 2s.

The Inquiring Mind. ZECHARIAH CHAFEE, Junr., Author of "Freedom of Speech." Foolscap 4to. pp. x and 276, with Index. 1928. Harcourt, Brace & Co., New York. $2 net.

A Concise Handbook on the Law affecting Landlord and Tenant. R. BORREGAARD, M.A. (Oxon.), Barrister-at-Law. Crown 8vo. pp. xlix and 315 (with Index). 1928. Effingham Wilson. 7s. 6d. net.

Ceylon. Report of the Special Commission on the Constitution. Presented by the Secretary of State for the Colonies. July, 1928. Cmd. 3131. 188 pp. H.M. Stationery Office. 3s. 6d. net.

Obituary.

SIR CHARLES COTTIER.

Sir Charles Cottier, the well-known city solicitor, died at his country residence, Swyncombe House, Swyncombe, Oxon., on the 22nd August from heart failure in his sixtieth year. Sir Charles belonged to a County Cork family. His father, Francis Cottier, who served in the navy with distinction, was stationed at Birkenhead when Sir Charles was born on the 13th January, 1869. His early years were spent in Plymouth, where he was educated with a view to a naval career. His personal inclinations were, however, towards the law. He served his articles at Plymouth and on being admitted in 1898 became the partner of Mr. Francis Cecil Lane, a well-known west of England solicitor. The firm of Messrs. Lane & Cottier, of which Sir Charles was at that time the only surviving partner, subsequently removed to London and built up an extensive commercial and financial practice. The late Sir Charles Cottier was an honorary treasurer of the Empire Industries Association and was an indefatigable worker for trade within the Empire. He was a freeman of the City of London, a member of the Glaziers Company, and also of the Carlton and American clubs. Sir Charles, who was knighted in February, 1924, for political and public services, was chairman of many important undertakings, including the Aerated Bread Co. Limited, with its subsidiary companies: Bertram & Co. Limited, Buszards Limited, James Cottle Limited, James Cottle (Manchester) Limited, Clemences Limited, J. P. Restaurants Limited and W. Hill & Son Limited. He was also chairman of The Criterion Restaurants Limited, The Victoria Wine Co. Limited and Stephen Smith & Co. Limited, and resigned from the chairmanship of Booth's Distilleries Limited in October last. He was also chairman of and devoted special attention to the business of Sir John Jackson Limited, the well-known Government and public works contractors. Sir Charles had been in indifferent health for some time past, and since January last the legal practice has been carried on by Mr. Gerald B. Cottier, at 48 Bishopsgate, E.C.2. In 1889 Sir Charles married Lydia Jane Avent at Plymouth, and leaves two sons and two daughters. H.

Legal Parables.

V.

The Prosperous Practice.

THERE was once a solicitor with a small staff who by diligence and ability built up a good and remunerative practice. In the moments of his leisure, however (which were few, but none the less enjoyable), the solicitor was not content to see his bank balance steadily augment but did bemoan lustily the burden of work which laid so heavily upon his shoulders. Wherefore he decided to increase his staff by adding thereto some capable clerks (both admitted and unadmitted), thereupon his burden was greatly eased and he no longer had to take work home, but was even enabled occasionally to absent himself from his office. And the solicitor was well pleased and did regard his increased staff with much inward satisfaction. And he said unto himself: "Lo! it is good; for it is apparent that my business is growing apace, while yet I have leisure to regard my own enjoyment. Indeed, I will soon buy me a Rolls Royce and a shooting box and many other things which my soul hath long desired." And he made inquiry of his cashier as to the profits for the half-year. Of him he discovered with a shock that his profits were little more than in the days of his toil. For the capable clerks had to be paid adequately, and having no strong incentive to work strenuously did have due regard to their health and recreation. Moreover, the solicitor being no longer personally interested in their affairs, many clients took their work to other offices where they obtained the personal attention which they sought and loved. A large staff is not proof of a prosperous practice. "BARON."

NOTES OF CASES.

Court of Appeal.

C'an Line Steamers, Limited *v.* **Board of Trade.** 19th July.

SHIPPING—REQUISITIONED SHIPS—COLLISION—DEFECTIVE STEERING GEAR—WARLIKE OPERATION—WHETHER A CONSEQUENCE OF WARLIKE OPERATION.

Appeal from a decision of Wright, J., 72 SOL. J. 453. On a special case stated by an arbitrator. The steamship "Clan Matheson," owned by the plaintiffs and requisitioned by the British Government during the war under the T. 99 charter-party, whereby the Government undertook responsibility for losses due to warlike operations, collided on the night of the 22nd and 23rd of May, 1918, with the American steamship "Western Front," both vessels being in the same convoy, on a voyage from New York to France, and was sunk. The cause of the collision was an unexplained defect in the steering gear of the "Clan Matheson." At the time of the collision the "Western Front" was carrying exclusively war stores, and the "Clan Matheson" was carrying some steel billets to be made into shells, but 84 per cent. of her total cargo consisted of cereals intended for the civil population. The plaintiffs' claim against the Crown for the then agreed value of the vessel, £265,000, was upheld by the arbitrator on the ground that the loss was the result of a warlike operation. He found, as a fact, that the "Clan Matheson" was not guilty of negligence. Wright, J., said that the words "warlike operation" were not capable of precise definition. It was always a question of fact and of degree, and he held that the "Clan Matheson" was not engaged in a warlike operation. The collision was solely due to the "Clan Matheson" sheering out of her course, and was not the consequence of a warlike operation. The plaintiffs appealed.

The Court (SCRUTTON and LAWRENCE, L.JJ.; GREER, L.J. dissenting) dismissed the appeal, the majority holding that Wright, J., had applied the right principles, and had come to the right conclusion.

GREER, L.J., in a dissenting judgment, said that the warlike operation of the "Western Front" continued right up to the time of the collision. He preferred the view of the arbitrator to that of the learned judge. Appeal dismissed.

COUNSEL: *Langton*, K.C.; *A. T. James*, K.C., and *J. MacMillan*; *Raeburn*, K.C., and *Russell Davies*.

SOLICITORS: *Ince, Colt, Ince & Roscoe*; *The Solicitor to the Board of Trade*.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Chaney *v.* **Marlow.**

Maugham J., 21st, 22nd June, 3rd July.

VENDOR AND PURCHASER—FREEHOLDS SOLD BY AUCTION—REFUSAL OF HIGHEST BIDDER TO SIGN MEMORANDUM—IMPLIED AGENCY OF AUCTIONEER TO SIGN—AUTHORITY—DURATION OF—TIME AND PLACE OF EXERCISE—REPUDIATION OF PURCHASER AFTER SIGNATURE.

Witness action. This was an action in which the plaintiff, as vendor, claimed specific performance of an agreement of 29th April, 1927, contained in a memorandum signed by an auctioneer as agent for a purchaser. By his defence the defendant denied that he was the last or highest bidder for the property in question, and pleaded further that there was no sufficient memorandum in writing to satisfy s. 40 of the Law of Property Act, 1925, which re-enacted s. 4 of the Statute of Frauds. He contended that in the circumstances the auctioneer, Mr. Ewin, had no authority to sign the memorandum as agent for the purchaser. The defendant admitted that he had bid for a property, Lot 3, at the auction up to £50,

but said that after doing so his attention was called to a condition of sale requiring the purchaser of the property to pay the road charges, and that he did not bid higher. The evidence of the plaintiff was that the defendant bid up to £650 and that the property was knocked down to him at that price, and that not until then did he make any objection on account of the conditions. He was asked by the auctioneers' clerk, immediately after the lot had been knocked down, to sign the memorandum, but refused to do so and left the auction room. The auctioneer instructed his clerk to enter his name as purchaser on the memorandum. He knew him as a frequent bidder at auction sales. The auctioneer did not sign the memorandum at the time. After the sale the auctioneer returned to his own office, a distance of 3 miles from the auction room, and waited for the defendant to call or telephone to him, for about a couple of hours after the sale. When he did not do so he signed the memorandum as agent for the purchaser.

MAUGHAM, J., after stating the facts, said: I am quite satisfied that the story told by the defendant as to the auction is untrue, and that he bid for the property up to £650, and that it was knocked down to him. The defendant did not state at the time that there had been a mistake, and that he was not the purchaser, nor did he wait to see the auctioneer. There remains only the defence that Mr. Ewin had no authority to sign the memorandum at his own office between 4.30 and 5 p.m. on the day of the sale. It has long been settled that the auctioneer is by virtue of his employment the agent of both the vendor and the purchaser to sign the contract: *Emmerson* v. *Heales*, 1809, 2 Taunton 38; *White* v. *Proctor*, 1811, 4 Taunton, 209. The authority must be exercised at the time of the sale and not a few days later: *News* v. *Carr*, 1856, 1 H. & N. 484; and cannot be withdrawn or revoked after the fall of the hammer: *Bell* v. *Balls*, 1897, 1 Ch. 663, and *Van Praagh* v. *Everidge*, 1903, 1 Ch. 434. Here, if the defendant had repudiated his bid in the sale-room, the auctioneer could not have safely delayed signing the memorandum, but the defendant did not do so. He merely raised a protest of no substance based on a condition which he should have read before he made his bid. The auctioneer was justified in taking the view that the protest made by the defendant would not be insisted upon, and acted reasonably in proceeding to his office with the hope that the defendant would presently come, pay the deposit and sign the memorandum. On receiving the information that the defendant had not come to the office or paid the deposit, and was refusing to sign the contract, he was entitled to sign the memorandum as his agent. In the circumstances, such signature can fairly be held to be part of the transaction of sale. There is therefore a memorandum sufficient to satisfy s. 40 of the Law of Property Act, 1925, and the plaintiff is entitled to the usual order for specific performance and costs.

COUNSEL: *Vaisey*, K.C., and *G. P. Slade*; *C. A. Bennett*, K.C., and *W. A. Jolly*.

SOLICITORS: *George Reader & Co.*; *Griffinhoofe & Brewster*.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Hart *v.* Hudson Bros. Limited.

Lord Hewart, C.J., Acton, J., Branson, J. 20th July.

WEIGHTS AND MEASURES—INACCURATE SCALES—STATUTORY DEFENCE—APPEAL—WEIGHTS AND MEASURES ACT, 1878, 41 & 42 Vict., c. 49, s. 25—SALE OF FOOD (WEIGHTS AND MEASURES) ACT, 1926, 16 & 17 Geo. 5, c. 63, s. 12 (5), s. 15 (1).

Appeal by way of case stated from Surrey justices.

The appellant, an inspector of weights and measures, on the 3rd February, 1928, examined a 20-lb. price-computing weighing-machine belonging to the respondents and used for trade purposes on their premises, at 40 High-street, Sutton, and found it ½ oz. deficient in weight. He preferred an information against them. The respondents notified the appellant under s. 12 (5) of the Sale of Food (Weights and Measures) Act, 1926, that they intended bringing the manager of the branch shop before the court as the actual offender. At the hearing they proved to the satisfaction of the justices that they had used due diligence to enforce the execution of the Weights and Measures Act, 1878, and that the manager had committed the offence without their consent, connivance, or wilful default. The appellant contended that the proceedings under s. 12 (5) of the Sale of Food (Weights and Measures) Act, 1926, were not applicable in respect of offences under the Weights and Measures Act, 1878; the respondents relied on s. 15 (1) of the Act of 1926, which says: "This Act . . . shall be construed as one with the Weights and Measures Acts, 1878 to 1926." The justices dismissed the information on the ground that s. 12 (5) of the Act of 1926 was applicable; they also dismissed the case against the manager on payment of costs.

Lord HEWART, C.J., referring to the appellant's contention that the procedure under the later Act was not applicable to proceedings under the earlier statute, said that he did not think there was any "manifest discrepancy," as referred to by Lord Selborne in *Canada Southern Railway Co.* v. *International Bridge Co.*, 8 A.C. 723, between the Acts, such as to deprive the employer of the defence contemplated by s. 12 (5). He dismissed the appeal.

ACTON, J., and BRANSON, J., agreed.

COUNSEL: *H. D. Roome*, for the appellant; *Montgomery*, K.C., and *Walter Frampton*, for the respondents.

SOLICITORS: *Wyatt & Co.*, for *Dudley Aukland*, Kingston; *Smith & Hudson*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Rex *v.* Justices of the County of London: *Ex parte* Locke Lancaster and W. W. and R. Johnson and Sons, Limited, and Others.

Lord Hewart, C.J., Acton, J., Branson, J. 19th July.

LOCAL GOVERNMENT—VALUATIONS—RATING APPEAL—TIME LIMIT FOR HEARING—EXTENSION OF TIME IN THE DISCRETION OF THE QUARTER SESSIONS—VALUATION (METROPOLIS) ACT, 1869, 32 & 33 Vict., c. 67, s. 42 (13).

The Port of London Authority appealed to the County of London Quarter Sessions against the quinquennial valuation list of 1925 of the Poplar Assessment Committee in respect of the valuation of the Authority's docks in Poplar. By the decision of the quarter sessions, given on the 15th February, 1928, the gross value was reduced from £310,580 to £130,000, and the rateable value from £114,576 to £30,000, subject to a case stated. The notice of the above appeal was given by the Port of London Authority on the 24th January, 1926. Because of the increased rate payable by the Poplar ratepayers as a result of this decision, three of them sought, and were granted on the 10th May, 1928, a rule *nisi* for *certiorari* to bring up and quash the decision of the quarter sessions on the ground that it was given after the 31st March, 1926 (the year when notice of appeal was given), contrary to the provisions of s. 42 (13) of the Valuation (Metropolis) Act, 1869; alternatively it was said that only pressure of work could enable the quarter sessions to hear quinquennial appeals after the 31st March, and that in the present case the adjournments till 1928 were for the convenience of the parties to the appeal.

Lord HEWART, C.J., in discharging the rule, said that it was argued that the delay in hearing the appeal rendered the decision *ultra vires* and void by reason of the provisions of s. 42 (13) of the Valuation (Metropolis) Act, 1869, which required justices to hear and determine all appeals before the 31st March in the year in which they arose. In the present case it was common ground that all the conditions of the Act had been fulfilled and that it was impossible for the

justices to have disposed of the appeal before the 31st March; the judgment of Lord Esher in *Reg.* v. *London Justices*, 37 Sol. J. 582; 1893, 2 Q.B. 476, settled the law. In view of that judgment and in the circumstances of the case he was of opinion that it became a question for the discretion of the quarter sessions to fix a date for the hearing, and that in the present case they had jurisdiction and their order was not void.

ACTON, J., and BRANSON, J., agreed.

COUNSEL: *Whiteley*, K.C., and *E. H. Tindal Atkinson* showed cause for the justices; *Konstam*, K.C., *Tindal Atkinson* for the Port of London Authority; *Scholefield*, K.C., and *H. A. Hill* supported the rule; *Sydney Turner* and *R. C. Lancaster*, for the Poplar Assessment Committee.

SOLICITORS: *E. W. & Bruce Beal; J. D. Ritchie; Charles G. Bradshaw & Waterson; W. H. Thompson.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Robertson *v.* Robertson and Butt and In the Matter of an Issue: Robertson *v.* Robertson and Others.

Hill, J. 29th June.

DIVORCE—PRACTICE—PETITION FOR VARIATION OF SETTLEMENTS—ISSUE TO DETERMINE LEGITIMACY OF CHILD BORN TO THE RESPONDENT—APPLICATION TO HEAR *in camera* REFUSED.

This was the trial of an issue arising out of a petition for variation of settlements, and with the object of determining the legitimacy of a putative child of the marriage.

On the 13th April, 1923, the husband obtained a decree *nisi* of dissolution against the wife on the ground of her adultery with the co-respondent. This decree was made absolute on the 29th October, 1923. On the 20th November, 1923, the petitioner filed a petition for variation of marriage settlements, alleging that there had been no issue of the marriage, that he had not cohabited with the respondent since December, 1920, and that the respondent gave birth to a child on the 14th October, 1922, of which he was not the father; that any child of the marriage was entitled to certain property in reversion, under the settlements, and the petitioner prayed *inter alia* that the interest (if any) of the respondent's child might be extinguished, and that the court might direct an issue to be tried to determine the child's legitimacy. An order appointing the Official Solicitor the child's guardian *ad litem* was made on the 28th July, 1924. At the hearing, counsel for the Official Solicitor applied for the proceedings to be heard *in camera* in the interest of the child. He said he was informed by those instructing him that there were precedents for so doing. The child would clearly be prejudiced if it should ultimately transpire that he was legitimate. Counsel for the petitioner, the plaintiff in the issue, did not oppose, but doubted whether it could be done. His Lordship refused the application on the ground that hearing in open court would not prevent justice from being done, which was the test. Evidence was given, including that of the co-respondent, tracing the movements of the respondent and co-respondent during the period when the child must have been conceived and of the non-access of the petitioner.

His Lordship gave judgment for the plaintiff and ordered the costs incurred by the Official Solicitor in the performance of his duties as guardian *ad litem* of the infant defendant, and the costs of the other defendants, to be paid by the plaintiff.

COUNSEL: *Bayford*, K.C., and *T. Bucknill*, for the plaintiff; *H. Durley Grazebrook*, for the Official Solicitor, the guardian *ad litem* of the infant defendant; *Bush James*, for the second defendant the respondent to the petition; *Talbot-Ponsonby*, for the trustees.

SOLICITORS: *Gustavus Thompson and Sons; The Official Solicitor; Withers, Benson and Co; Walker, Martineau and Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Legal Notes and News.

Appointments.

The King has approved a recommendation of the Home Secretary that Mr. HERBERT DAVEY, M.B.E., barrister-at-law (Recorder of Wenlock), shall be appointed Recorder of Dudley to succeed the late Mr. J. B. Matthews, K.C. Mr. Davey was called to the Bar in 1897.

Mr. C. H. CARTER, solicitor, Deputy Clerk of the Peace and Deputy Clerk of the County Council of Essex, has been appointed Clerk of the Peace for Northumberland at a salary of £2,000 per annum. Mr. Carter was admitted in 1914.

Wills and Bequests.

Mr. Hartley Baldwin, of Winkley, near Hurst Green, Whalley, Lancs, a member of the firm of Baldwin, Weeks and Baldwin, solicitors, Clitheroe, died on 28th February, leaving a fortune of £170,732, with net personalty £129,194. He gives 15s. a week for life to his gardener, John Latham, if still in his employ.

Mr. Hugh Worthington Adams, solicitor, of The Laurels, Stone, and of Tunstall, Staffs, coroner for North-West Staffordshire, who died on 19th March, aged fifty-eight, left estate of the gross value of £20,221. He left £200 to William Anderson, clerk.

NEW LIGHT ON AN OLD JUDGMENT.

A legal correspondent writes: None but a curmudgeon would deny to the shopkeeper a right to make the most of his window display and thereby attract customers.

It is a matter on which much thought and skill are lavished, and in many cases it is a work entrusted to experts. If it prove so successful as to attract a crowd of sufficient dimensions to cause an obstruction on the footpath, who is responsible for the obstruction—the enterprising shopkeeper, or the members of the crowd individually and collectively? The point is an interesting one as yet lacking a final decision of the House of Lords, and it has been raised by a legal contemporary on the strength of a recent episode at Middlesbrough.

There, it would appear, a certain shopkeeper displayed in his window a notice stating that in certain circumstances Treasury notes would be given away. So many people were in need of Treasury notes that they crowded the pavement and caused an obstruction. The proprietor was summoned, and his solicitor argued so effectively that the crowd was caused by its individual members, and not by his client, that the summons was withdrawn by the police. This, our contemporary points out, is against all authoritative decisions in such matters.

There was a notable case nearly a century ago. A Fleet-street shopkeeper, being a dissenter, expressed his annoyance at having to pay church rates by displaying in his window a caricature of the devil, described as a "temporal broker," standing linked arm to arm with an Anglican bishop, labelled a "spiritual broker." Londoners of the day were mightily diverted, and gathered in such crowds to enjoy the joke that an obstruction was caused, and this was held by the court to be a nuisance, subject to legal restraint.

THEATRE QUEUES.

That case has been cited both at Assizes and at the Law Courts in other cases of alleged obstruction, but chiefly arising from the formation of theatre queues. "The Private Secretary" at the old Globe Theatre was the cause of a queue obstruction more than thirty years ago, but a much more recent case of the kind related to the Palladium, in Argyll-street, W., the complainants being Messrs. J. Lyons and Co.

This case went to the Court of Appeal, who by a majority affirmed the decision of the court below that a nuisance had been created. Lord Phillimore dissented, however. He held that a shopkeeper was entitled to make his window as attractive as possible, and that if he did so, he was not responsible, either civilly or criminally, for the consequent assembling of a crowd. Thus the Middlesbrough solicitor has one powerful ally, though until the majority decision of the Court of Appeal is reversed it stands as binding upon all inferior tribunals.—*Daily Telegraph.*

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a specialty.

Long Vacation, 1928.

NOTICE.

During the Vacation, up to and including Wednesday, 5th September, all applications "which may require to be immediately or promptly heard," are to be made to The Hon. Mr. Justice CHARLES.

COURT BUSINESS.—The Hon. Mr. Justice CHARLES will, until further notice, sit in The Lord Chief Justice's Court, Royal Courts of Justice, at 10.30 a.m., on Wednesday in each week commencing on Wednesday, 8th August, for the purpose of hearing such applications of the above nature, as, according to the practice in the Chancery Division, are usually heard in Court.

PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made :—

1.—Counsel's certificate of urgency or note of special leave granted by the Judge.

2.—Two copies of notice of motion, one bearing a 10s. impressed stamp.

3.—Two copies of writ and two copies of pleadings (if any).

4.—Office copy affidavits in support, and also affidavits in answer (if any).

No Case will be placed in the Judge's Paper unless leave has been previously obtained or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

URGENT MATTERS WHEN THE JUDGE IS NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency*, to the Judge personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows :—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C.2."

On applications for injunctions, in addition to the above, a copy of the writ must also be sent.

The Papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice. Vacation Registrar.—Mr. MORE (Room 188).

CHANCERY CHAMBER BUSINESS.—The Chancery Chambers will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—The Hon. Mr. Justice CHARLES will, until further notice, sit for the disposal of King's Bench Business in Judge's Chambers at 11 a.m. on Tuesday in each week.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 15th and 29th August and the 12th and 26th September, at the Principal Probate Registry, at 12.15.

Decrees will be made absolute on Wednesdays, the 8th and 22nd August, the 5th and 19th September and the 3rd October.

All Papers for making Decrees absolute are to be left at the Contentious Department, Somerset House, on the preceding Thursday, or before 2 o'clock on the preceding Friday. Papers for Motions may be lodged at any time before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 10 a.m. and closed at 4 p.m., except on Saturdays, when the Offices will be opened at 10 a.m. and closed at 1 p.m.

Royal Courts of Justice.
July, 1928.

Points in Practice.

Special arrangements have been made to continue to deal promptly with all Points in Practice submitted during the Vacation. Subscribers will, however, greatly facilitate matters by condensing the questions as much as possible, consistent with an accurate statement of the facts.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 13th September, 1928.

	Middle Price 29th Aug.	Interest Yield.			Yield with Redemption.		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	86⅝	4	12	6	—		
Consols 2½%	56	4	10	0	—		
War Loan 5% 1929-47	102½	4	17	6	4	17	6
War Loan 4½% 1925-45	98½	4	11	0	4	14	0
War Loan 4% (Tax free) 1929-42	101½	3	19	0	3	19	6
Funding 4% Loan 1960-1990	89¾	4	9	6	4	11	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93¼xd	4	5	6	4	7	6
Conversion 4½% Loan 1940-44	98¾	4	11	2	4	13	0
Conversion 3½% Loan 1961	76¾xd	4	11	6	—		
Local Loans 3% Stock 1921 or after	65	4	12	0	—		
Bank Stock	261	4	13	0	—		
India 4½% 1950-55	93¾	4	16	0	4	19	6
India 3½%	71⅜	4	18	3	—		
India 3%	61¼	4	18	0	—		
Sudan 4½% 1939-73	96	4	13	9	4	15	0
Sudan 4% 1974	87	4	12	0	4	17	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	84	3	12	0	4	8	0
Colonial Securities.							
Canada 3% 1938	86	3	10	0	4	16	0
Cape of Good Hope 4% 1916-36	95	4	4	3	4	19	6
Cape of Good Hope 3½% 1929-49	81¾	4	5	6	4	18	6
Commonwealth of Australia 5% 1945-75	99½	5	1	0	5	2	0
Gold Coast 4½% 1956	95	4	14	6	4	17	6
Jamaica 4½% 1941-71	95½	4	14	0	4	16	0
Natal 4% 1937	95	4	4	0	5	0	0
New South Wales 4½% 1935-45	91	4	19	0	5	7	0
New South Wales 5% 1945-65	99	5	1	0	5	3	0
New Zealand 4½% 1945	96	4	14	0	4	17	6
New Zealand 5% 1946	104	4	16	0	4	14	0
Queensland 5% 1940-60	100	5	0	0	5	0	6
South Africa 5% 1945-75	104	4	16	0	4	16	0
South Australia 5% 1945-75	99	5	1	0	5	2	0
Tasmania 5% 1945-75	101	4	19	0	5	0	0
Victoria 5% 1945-75	100	5	0	0	5	0	0
West Australia 5% 1945-75	98	5	2	0	5	2	6
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	65	4	13	0	—		
Birmingham 5% 1946–56	105	4	15	3	4	15	0
Cardiff 5% 1945–65	102xd	4	18	0	4	16	6
Croydon 3% 1940–60	71½	4	4	0	4	16	0
Hull 3½% 1925–55	77½	4	10	6	5	0	0
Liverpool 3½% Redeemable at option of Corporation	76	4	12	0	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½	4	12	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64½	4	13	0	—		
Manchester 3% on or after 1941	64½	4	13	0	—		
Metropolitan Water Board 3% 'A' 1963–2003	66	4	11	0	4	12	6
Metropolitan Water Board 3% 'B' 1934–2003	65½	4	11	0	4	12	6
Middlesex C. C. 3½% 1927–47	84	4	3	6	4	17	0
Newcastle 3½% Irredeemable	74	4	14	6	—		
Nottingham 3% Irredeemable	64	4	13	0	—		
Stockton 5% 1946–66	101	4	19	0	4	19	0
Wolverhampton 5% 1946–56	104	4	16	6	4	19	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	82	4	17	6	—		
Gt. Western Rly. 5% Rent Charge	99½	5	0	0	—		
Gt. Western Rly. 5% Preference	93½	5	8	0	—		
L. & N. E. Rly. 4% Debenture	75½	5	6	0	—		
L. & N. E. Rly. 4% Guaranteed	70	5	14	0	—		
L. & N. E. Rly 4% 1st Preference	60½	6	12	0	—		
L. Mid. & Scot. Rly. 4% Debenture	80	5	0	0	—		
L. Mid. & Scot. Rly. 4% Guaranteed	77	5	4	0	—		
L. Mid. & Scot. Rly. 4% Preference	69xd	5	16	0	—		
Southern Railway 4% Debenture	80	5	0	0	—		
Southern Railway 5% Guaranteed	97½	5	2	6	—		
Southern Railway 5% Preference	89	5	12	0	—		

ARTICLED CLERKS.

SOLICITOR, practising in London, desires to enter into an arrangement with another under which each would take the other's son under articles for 5 years.—"H.G.M.," Box 470, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PRACTICES AND PARTNERSHIPS.

COUNTRY PRACTICE.—Exceptional opportunity. Partner wanted in sound conveyancing and general practice with public appointments, with prospect of succession in about 3½ years. A good salary paid during probationary period until Christmas.—Apply Hooper & Son, 41, Snow-hill, E.C.1.

SOLICITOR with substantial practice wishes to amalgamate with busy Solicitor or firm in the City. Reply "J.G.," Box 512, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, with high-class practice in large South Coast town, wants active partner, with some experience. Easy terms to the right man.—"Z," Box 449, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LONDON SOLICITOR with public appointments, seeks amalgamation with, or succession to solicitor desiring partial or complete retirement; energetic worker; capital available.—"H," Box 432, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR wishes to purchase small practice in City for cash.—"B," Box 414, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, having well-situated offices London and good class business, wishes to meet another similarly situated with a view to amalgamation.—Reply "Z.," Box 424, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase Partnership or Succession (conveyancing, probate and general); moderate capital; preliminary working arrangement preferred.—Reply "A.," Box 330, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, aged 34, admitted 1920, last two years London, following country general practice, desires partnership or succession. East Anglia preferred.—Apply "B.S." Box 311, Solicitors' Journal, 29, Breams-buildings, E.C.4.

OFFICES.

HULL.—Friary Chambers, Whitefriargate.—Block of excellent modern offices in suites or single rooms as desired. New Waygood-Otis lift to all floors, newly decorated throughout, perfect modern sanitation. Close to all Banks, Exchanges, G.P.O., Town Docks, Guildhall, Law Courts, etc. Station and all tramway and 'bus termini within a radius of 300 yards.—Apply H. H. Goodman, Ocean-chambers, Lowgate, Hull.

OFFICE, 15 by 20, furnished, position beside Station; Tottenham; busy centre; banks near. Accountant practising wishes Solicitor to share or use as postal address.—Lane & Co., 56 West Green-road, N.15.

HENDON.—In undoubtedly the finest position adjoining "The Bell" in a district which is rapidly developing, magnificent first-floor suite of Offices, at rentals from £75 p.a., inclusive; entrance and lobbies carefully maintained and every other convenience. Eminently suitable for Professional men. Further details of Drivers & Norris, 407, Holloway-road, N.7. 'Phones, North 1503/4.

CITY solicitor requires occasional use of office. Practising on own account. One with possibility of taking over small succession preferred.—"M.S.," Box 485, Solicitors' Journal, 29, Breams-buildings, E.C.4.

CITY SOLICITOR has Furnished Office with use of telephone and staff to let. Mutual assistance. Prospect of early succession.—Write, with particulars and capital available, "H.L.," Box 90, Solicitors' Journal, 29, Breams-buildings, E.C.4.

OFFICES.—Suite of five Offices to let, Bedford-row.—Apply "C.G.C.," Box 453, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITORS wish to let two good and exceptionally well-lighted rooms in excellent modern building near the Bank of England. Services of outer office staff for attending to callers, etc., available, if desired. Suitable for solicitor or other professional man, or as office and board-room of a company.—"M.," Box 406, Solicitors' Journal, 29, Breams-buildings, E.C.4.

The National Hospital, Queen Square, W.C.1.

For the Relief and Cure of Diseases of the Nervous System, including Paralysis and Epilepsy.

LEGACIES
ARE A VALUED HELP.
THE EARL OF HARROWBY, Treasurer.

SECRETARIAL.

TYPEWRITING, Duplicating, every description of secretarial work, neatly, accurately, cleanly and cheaply executed. Individual and prompt attention. Extensive experience. Legal documents a speciality.—Edith Yule, 23, Charing Cross, Whitehall, S.W.1. 'Phone Gerrard 9021.

LAW BOOKS.

LAW Times Reports. Vols. 59 to 75, Dec., 1888, to Aug., 1896. Law Times, Vols. 86 to 98, Dec., 1888, to April, 1895. Bound half calf. Also incomplete, unbound, Law Reports, March, 1897, to June, 1903, and Law Times, May, 1895, to April, 1903. For Sale. Offer invited.—Bramwell, 50, Lune-street, Preston.

ENCYCLOPÆDIA OF LAWS OF ENGLAND (second edition), 17 vols. (with supplements) complete. £5 5s. (London).—"X," Box 510, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ENGLISH and Empire Digest for sale on easy terms; books unused; approval with pleasure.—BM/WHKN.

WANTED to purchase.—Chitty's Statutes last edition with supplements to 1926; also india paper edition of Halsbury's Laws of England. Write "D.," Box 195, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LAW REPORTS.—Wanted, set of Law Reports (K.B. Ch., Div., C.A., and H. of L.) from 1900 onwards. State price and particulars to J. W. Vaughan, Solicitor, 2, Bond Place, Leeds.

WANTED, copies of "The Solicitors' Journal" of 10th and 17th October, 1925, and Index to Vol. 70.—"Conveyancer," Box 28, Solicitors' Journal, 29, Breams-buildings, E.C.4.

INVESTMENTS.

CHOICE BUILDING PLOTS.

Old-world Village. Rapidly developing. 10 miles Marble Arch. Frontage 30 ft., and good depth. Moderate prices. Finance for owner-occupiers.—"H.P.," Box 514, Solicitors' Journal, 29, Breams-buildings, E.C.4.

A SOLICITOR can secure appointment to society to be registered. Annual retainer, plus fees. Investment £500 in £200 shares and £300 loan stock required. Opportunity for increasing business.—Write Society, c/o H. S. Blouet, Esq., F.C.R.A., 47, Charing Cross-road, London.

HOLIDAYS.

BUNGALOW, nicely furnished, inside sanitation, two or three bedrooms, bathroom, electric light, big garden. Plate and linen. August and September £4 4s. weekly.—"Goater," St. Margarets, Duke of Manchester Drive, Leigh-on-Sea.

FERRING-ON-SEA, near Worthing. — Well furnished Bungalow, delightfully situated—to let from 3rd September. Sleeps seven adults; Garden runs down to private beach. Bath (h. & c.), garage. Reasonable rent to good tenants—Further particulars from "A.E.S." Box 493, Solicitors' Journal, 29, Breams-buildings, E.C.4.

STANDARD WORKS ON

COMPANY LAW, &c.

DRAFT MEMORANDUMS AND ARTICLES OF ASSOCIATION.

FORM A.	For **Large Public Companies**	**3s. 6d.**
FORM B.	For **Small** ,, ,,	**2s. 6d.**
FORM C.	For **Large Private Companies**	**3s. 6d.**
FORM D.	For **Small** ,, ,,	**2s. 6d.**

The above Draft Forms, settled by eminent Company Counsel, are adopted by Solicitors throughout the United Kingdom. The printing charges are calculated on a reduced scale if any one of these Forms is adopted and the printing entrusted to JORDAN & SONS, LIMITED.

HANDBOOK ON THE FORMATION, MANAGEMENT AND WINDING UP OF JOINT STOCK COMPANIES (GORE-BROWNE). 36th Edition (1925), by T. E. HAYDON, M.A., K.C., and HERBERT W. JORDAN. 17s. 6d. net; by post 18s. 3d.

THE COMPANIES ACTS, 1908 to 1917: with Explanatory Notes and References to Decided Cases. By D. G. HEMMANT, Barrister-at-Law. 8th Edition (1925). Price 10s. net; by post 10s. 9d.

THE LAW OF STAMP DUTIES ON DEEDS AND OTHER INSTRUMENTS. By the late E. N. ALPE, of the Solicitor's Department, Inland Revenue. Barrister-at-Law. Revised by A. R. RUDALL, Barrister-at-Law; with Notes on Practice by HERBERT W. JORDAN, Company Registration Agent. 18th Edition (1925). 15s. net; by post 15s. 9d.

THE SECRETARY'S MANUAL ON THE LAW AND PRACTICE OF JOINT STOCK COMPANIES, with Forms and Precedents. By T. E. HAYDON, M.A., K.C., and Sir GILBERT GARNSEY, K.B.E., F.C.A. 20th Edition (1928). 7s. 6d. net; by post 8s. 3d.

COMPANY LAW AND PRACTICE; an Alphabetical Guide thereto. By HERBERT W. JORDAN and STANLEY BORRIE, Solicitor. The text of the Companies Acts, 1908-1917, is included. 16th Edition (1925). 7s. 6d. net; by post 8s. 3d.

THE CONDUCT OF AND PROCEDURE AT PUBLIC AND COMPANY MEETINGS. By ALBERT CREW, of Gray's Inn, Barrister-at-Law. 8th Edition (1924). 5s. net; by post 5s. 5d.

CONVERTING A BUSINESS INTO A PRIVATE COMPANY. By HERBERT W. JORDAN. A typical case of a trader converting his business into a company is exemplified. 5th Edition (1925). Price 1s. net; by post 1s. 2d.

JORDAN & SONS, LIMITED,
COMPANY REGISTRATION AGENTS,
116-118, Chancery Lane, London, W.C.2.

CAMBERWELL HOUSE,

33, Peckham Road, London, S.E.5.

Telegrams: "PSYCHOLIA, LONDON."
Telephones: RODNEY 4731-2.

For the Treatment of Mental Disorders.

Completely detached Villas for mild cases, with private suites if desired. Voluntary Patients received. Twenty acres of grounds. Hard and Grass Tennis Courts, Croquet, Squash Racquets, and all indoor Amusements. Wireless and other concerts. Occupational therapy. Daily Services in Chapel.

Senior Physician: Dr. HUBERT J. NORMAN, assisted by three Medical Officers, also resident.

An Illustrated Prospectus, giving full particulars and terms, may be obtained upon application to the Secretary

HOVE VILLA, BRIGHTON,
A Convalescent Branch of the above.

H. H. & J. ROBINSON,
F.A.I.,
Surveyors, Valuers, Auctioneers and Estate Agents,
42, CASTLE STREET, LIVERPOOL,
And at WATERLOO.

ESTABLISHED 1852.
DRIVERS & NORRIS,
F.A.I.,
AUCTIONEERS, VALUERS, SURVEYORS, HOUSE, ESTATE AND FACTORY AGENTS
407, HOLLOWAY RD., N.7.
Telegrams: "DRIVERS, HOLLOWAY." 'Phone: NORTH 1503 & 1504.

Telephone: HOLBORN 584 (3 lines).
WEATHERALL & GREEN
Surveyors, Valuers, Auctioneers, and Estate Agents,
22, CHANCERY LANE, W.C.2.
SALES BY AUCTION.
VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.
RATING SURVEYORS. COMPENSATION VALUERS.
VALUERS OF LICENSED PROPERTY.

HARRODS, LTD.
Auctioneers, Estate Agents, Valuers.
LOCAL OFFICE:
WEST BYFLEET, SURREY.
FURNITURE AUCTION GALLERIES:
KNIGHTSBRIDGE.
ESTATE SALE ROOM AND HEAD OFFICE:
62-64, BROMPTON ROAD, S.W.1.
TELEPHONE: SLOANE 1234.

EXPERT VALUER FOR PROBATE AND ALL PURPOSES.
HOUSEHOLD VALUATIONS.
Pearls, Emeralds, Diamonds, Ancient Silver, etc., Valued or Sold at my
WEEKLY AUCTION SALES.
ESTATES MANAGED. RENTS COLLECTED.
DILAPIDATION SCHEDULES PREPARED.
SURVEYS FOR ALL PURPOSES UNDERTAKEN.
W. E. HURCOMB,
CALDER HOUSE, PICCADILLY, W.1.
(ENTRANCE, 1, DOVER ST.) 'Phone: REGENT 6878-9.

H. J. BLISS & SONS
MONTHLY SALES at THE AUCTION MART.
Special attention also given to
Valuations; Specifications; Dilapidations; Management of House Property; Compensation Claims; Sales by Private Treaty.
106, Cheapside, E.C.2 & 164, Bethnal Green Rd., E.2.

PERIODICAL SALES.
ESTABLISHED 1843.
MESSRS. H. E. FOSTER & CRANFIELD conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.
Offices, 6, Poultry, London, E.C.2. Telegrams, "Invariably Stock, London." Tel. No. City 1296 (3 lines).

PERIODICAL PROPERTY AUCTIONS.
MESSRS. H. E. FOSTER & CRANFIELD beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.
Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably Stock, London." Tel. No. City 1296 (3 lines).

FIELD & SONS,
(Established over 100 years).
CHARTERED SURVEYORS,
AUCTIONEERS, VALUERS,
LAND & ESTATE AGENTS.
AUCTION SALES at the MART MONTHLY.
OFFICES:
54, BOROUGH HIGH ST., LONDON BRIDGE, S.E.1.
PALACE CHAMBERS, WESTMINSTER, S.W.1.

SALTER, REX & CO.
Chartered Surveyors, Auctioneers & Valuers
311, KENTISH TOWN ROAD, N.W.5,
and 121, CHEAPSIDE, E.C.2.
Telephones—HAMPSTEAD 4042 and CITY 8394.

To Solicitors, Trustees and Executors.
DEBENHAM, STORR & SONS, LTD.
AUCTION ROOMS.
(ESTABLISHED 1813).
Auctioneers and Valuers of all Classes of Property.
For the Sale of Jewellery, Antique and Modern Silver Curios, Furniture, China, Choice Furs, Works of Art, &c.
Valuations made in Town and Country for all purposes.
APPLY:
26, King St., Covent Garden, London, W.C.
'Phone: 2399 Gerrard. Telegrams: "Viewing, London."

J. J. HILL & WEAVER,
Auctioneers and Valuers of Licensed Property,
28, THEOBALD'S ROAD, LONDON, W.C.1.
T. J. WEAVER, F.A.I. L. T. WEAVER, F.A.I.
J. J. HILL, F.A.I. F. WEAVER, F.A.I.
Telephone: MUSEUM 6086 and 6087. Founded 1867.
Sales and Valuations for all purposes. Compensation Claims, Probate, Rating, &c.

To BUY or SELL MICROSCOPES, TELESCOPES, WIRELESS APPARATUS, CAMERAS, LATHES, JEWELLERY, FISHING TACKLE, FURNITURE, PORCELAIN AND GLASS, ANTIQUES, CURIOSITIES, ARMS AND ARMOUR, BOOKS, NATURAL HISTORY SPECIMENS.
VALUATIONS UNDERTAKEN.
Telephone: Gerrard 1824.
Telegrams: "Auks, Rand."
GO TO
STEVENS'S
(Established 161 years)
PERIODICAL SALES.
Write, Call or 'Phone
STEVENS'S AUCTION ROOMS LTD.,
38, KING STREET, COVENT GARDEN, W.C.2.

KNIGHT FRANK & RUTLEY'S
SALE ROOMS
FOR
JEWELS, FAMILY PLATE, PICTURES, FURNITURE, CHINA,
And all classes of Valuable Property.
SALES IN COUNTRY HOUSES. FIRE VALUATIONS.
Special Estate Rooms for Auctions of Real Property and Investments.
20, HANOVER SQUARE, LONDON, W.1.

GLEDHILL & GLEDHILL
SURVEYORS, AUCTIONEERS and ESTATE MANAGERS,
82, BOROUGH HIGH ST., S.E.1.
Factory and Warehouse Surveyors.
HOP. Properties entirely managed. 5026.

The following extracts from letters received from our advertisers are convincing proof that "THE SOLICITORS' JOURNAL" is the
BEST MEDIUM for ADVERTISING.

BEDFORD.
"We much appreciate the terms on which you insert such advertisements for Subscribers."

LONDON WALL, E.C.2,
"... I take the opportunity of telling you that I am very pleased with the display of our advertisement in your Special Number of last Saturday."

LONDON, W.6,
"With reference to my advertisement in your paper, I beg to inform you that I have accepted the offer which you forwarded to me. With many thanks for your courteous assistance."

LLANDYSSUL,
"... I thank you for the attention you have given to my requirements."

SHEFFIELD,
"You may now discontinue my advertisement, as I am temporarily fixed up—thanks to your column."

LONDON, W.C.1,
"Will you kindly discontinue inserting my advertisement under 'Appointments Wanted,' as I have now been suited."

LONDON, E.C.4.
"As I have now received a satisfactory reply to my advertisement inserted in 'The Solicitors' Journal,' I should be obliged by your cancelling the same at once."

OLD PARCHMENTS & POSTAGE STAMPS.
SIXPENCE per pound offered for Old Parchment Deeds, One shilling each offered for 1840 penny Black Stamps on original covers or envelopes; 2s. 6d. each for 1840 twopenny Blues; 4s. per hundred for penny Reds, 1841 to 1858; and 4s. per dozen for twopenny Blues. The intermediate and higher values also wanted; any English or foreign, 1840 to 1880. Correspondence invited and offers made for any parcels received.—S. J. Moulton, 5, Park-hill, Richmond, Surrey.

Printed by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4. ('Phone: Holborn 1853) Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras, and R. Cambray & Co., 10, Hastings Street, Calcutta; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W. Saturday, September 1st, 1928.